

HEIRS OF JOHN CAMPBELL.

JUNE 10, 1842.

Read, and laid upon the table.

Mr. HALL, from the Committee on Revolutionary Claims, submitted the following

REPORT:

The Committee on Revolutionary Claims, to which was recommitted the petition of the heirs of John Campbell, submit the following additional report:

The petitioners ask for the passage of an act allowing them interest, from the revolutionary period, on the principal sum found due them at the Treasury on an adjustment of the accounts of their ancestor, under a special act passed for their relief March 2, 1833. The principal sum then found due and paid the petitioners was \$6,695 21.

On the 6th of January last, the committee made a report to the House, in which they came to the conclusion that the account of John Campbell, on which the said sum of \$6,695 21 had been thus allowed and paid, had been previously settled at the Treasury with Mr. Campbell in his lifetime, and the balance then received by him. Believing the principal sum to have been improvidently allowed and paid under the act of 1833, the committee reported against the allowance of the claim for interest.

At the request of the petitioners, the papers and report have been re-committed to the committee for their further consideration. Some additional testimony has been filed, and the committee have heard and considered a very ingenious and able argument in behalf of the petitioners, and now proceed to state the result of their re-examination of the case.

It appears that John Campbell was appointed a United States forage master in 1776, and afterwards an assistant deputy quartermaster for New York, and that he served in that capacity to the close of the war. There is no reason to doubt that Mr. Campbell was a valuable officer, and that he rendered important services to his country. It appears that, up to the month of August, 1780, he served under the superintendence of Hugh Hughes, a deputy quartermaster general, and that his accounts and vouchers, up to that period, had been delivered to his principal, and, by the destruction of the house of Mr. Hughes by fire, had been destroyed about the year 1783. This destruction of a portion of his papers, with other circumstances which it is unnecessary to detail, prevented the settlement of his accounts under the old Government.

In the year 1792, an examination of Mr. Campbell's accounts was commenced at the Treasury, which examination, the committee think, terminated in their settlement, and the payment of the balance found due on the 6th of March, 1793. Their reasons for this opinion they will proceed to state.

On a registry of claims adjusted and allowed at the Treasury, under the act of March 27, 1792, which remains in the Treasury Department, a copy of which will be found in Gales & Seaton's State Papers, volume on claims, page 387 to 406, there is the following entry, viz :

Date of certificate.	No. of statement.	Names.	Service.	Interest commencing.	Amount of certificate issued.
1793. March 6	3,723	John Campbell	Assistant deputy quartermaster, New York.	Sept. 1, 1784	\$1,103 65

(See State Papers, Claims, page 392.)

The statement (No. 3,723) noted in this register, if it were in existence, would show the precise nature of the settlement made on the 6th of March, 1793, but it is not now to be found ; and by a list of missing papers, taken at the Treasury after the invasion of this city by the British, in 1814, it appears that this statement, with many other papers, was at that time destroyed.

John Campbell died about the year 1798, and in 1829 his heirs presented a petition to Congress, asking for a settlement of his accounts as forage master and quartermaster, upon which petition a favorable report was made by the Committee on Revolutionary Claims on the 5th of March, 1830, which report appears to have been adopted by the committee of the subsequent Congress ; and on the 2d of March, 1833, an act was passed directing the adjustment of the accounts, by virtue of which the petitioners received from the Treasury the sum of \$6,695 20, as before stated. At the time of the receipt of this sum, the petitioners claimed interest on the same from the revolutionary period, but the claim for interest was rejected, the petitioners protesting against its disallowance.

The petitioners afterwards applied to Congress for the interest which had been thus disallowed, and, on the examination of the claim before the Committee on Revolutionary Claims, the papers on which the act of March 2, 1833, had been passed were withdrawn from the Treasury, and while in the care of Mr. Potter, a member of the committee, and, as it would seem, without the fault of the claimants, they were lost. Mr. Potter, from the Committee on Revolutionary Claims, made a favorable report on the petition for interest on the 13th of March, 1838, and the same has been adopted by several subsequent committees. The payment to Mr. Campbell in 1793 does not appear to have been known to any of the committees who have acted on the claim until that of the present session.

The unfortunate destruction and loss of the original papers, which were the foundation of Mr. Campbell's claim, compel the committee to resort to secondary evidence to ascertain its character. This evidence consists of the following papers, which are hereto appended, and numbered as follows, viz :

No. 1. The printed report of the committee on which the act of 1833 was passed.

No. 2. A manuscript statement of the claim of Mr. Campbell, presented to the said committee.

No. 3. A manuscript copy of a certificate of Colonel Pickering, dated February 11, 1792.

No. 4. Statement of the claim as allowed by the auditor under the act of March 3, 1833.

[These three latter papers (to wit: Nos. 2, 3, and 4) appear to have escaped the general loss of the papers in 1838.]

No. 5. Printed brief of the claimants, made after the report of Mr. Potter, in 1838, which includes that report.

No. 6. Several affidavits, presented since the report of this committee of January 6, 1842.

The printed brief of the claimants (No. 5) contains an abstract of a correspondence of Mr. Campbell with the officers of the Treasury in regard to the settlement of his accounts, and with the report of 1830 there are printed three letters on the same subject. It appears from these papers that, in June, 1791, Mr. Campbell addressed Colonel Pickering—who had been quartermaster general from August 5, 1780, to the close of the war, and who then resided in Philadelphia, as Postmaster General—on the subject of the settlement of his accounts; that, on the 8th of August, 1792, Colonel Pickering wrote him that, by reason of a deficiency of clerks in the auditor's office, his accounts could not then be adjusted; and that, on the 29th of August, he wrote Colonel Pickering, complaining of the Government for not paying the printed certificates he had issued. On the 11th of September, 1792, Mr. Campbell addressed Colonel Hamilton, then Secretary of the Treasury, "stating that he had, at considerable expense, attended at the auditor's office, in Philadelphia, to effect a settlement of his accounts, but in vain; that, in February, 1792, he again went to Philadelphia for the same purpose, and spent thirteen days there in vain; that, on the 23d of August following, he made another journey with no better success; that, after having spent ten years of the prime of his life (eight years of which in actual service) to secure the liberty of his country, the course he complained of was depriving him of the hard-earned balance which was his due, and declares, if a settlement be longer denied, he shall deem it his indispensable duty to appeal to Congress." This abstract of Mr. Campbell's letter is copied from the brief of the claimants. From this brief it appears that Colonel Hamilton acknowledged the receipt of Mr. Campbell's letter on the 18th of September, 1792, in which he enclosed a letter from Wm. Simmons, an officer in the auditor's office, explanatory of the delay in the settlement of Mr. Campbell's accounts. The letter of Wm. Simmons, dated September 17, 1792, is appended to the printed report of the committee of March 5, 1830. In this letter, which is hereto appended. (No. 1.) Mr. Simmons assigns, as reasons for the delay in the settlement of the accounts, that Mr. Campbell had delivered his papers, up to August, 1780, to Colonel Hughes, his principal, who refused to render his own accounts or those of Mr. Campbell; that, in August, 1791, Mr. Campbell had applied to Mr. Simmons for a settlement, and delivered him a large chest of papers, which it was found would require time to state and arrange; that Mr. Campbell had found it difficult to procure a suitable person to arrange his papers for settlement, and that, in consequence, Mr. Simmons had proposed to have the business done by a clerk in his office; that two gentlemen had been employed nearly a month in arranging his papers, but the press of business in his office had prevented the arrangement being completed, and that "the loss of Colonel Hughes's accounts

would render it impossible to ascertain the moneys advanced to Mr. Campbell, which would prevent a final settlement of his accounts until some special regulation should take place for the adjustment of accounts thus circumstanced." To the letter of Colonel Hamilton, enclosing the above, it appears from the claimant's brief, Mr. Campbell replied, November 2, 1792, "complaining of Mr. Simmons, and explaining the situation of his accounts." It appears further, from said brief, that, on the 8th of November, 1792, Colonel Pickering wrote Mr. Campbell "that he had reason to hope that measures would be adopted for proceeding uninterruptedly in the examination of his old accounts;" that, on the 22d of the same November, Colonel Pickering again wrote Mr. Campbell "that he was informed a statement of his accounts was nearly completed;" and that, on the 3d of December, Mr. Campbell replied to Colonel Pickering, acknowledging the receipt of those two letters, but "expressing a fear that the door of justice was closed against him."

On the 1st of January, 1793, Mr. Harrison, the auditor, wrote to Mr. Campbell, informing him that "the examination of his accounts, as assistant deputy quartermaster, from August, 1780, to the end of the war, had been completed in his office," and, transmitting the remarks of the clerks who stated them, that Mr. Campbell might, as Mr. Harrison says, "have an opportunity, previous to any decision by him, to make, either in person or in writing, such additional observations and proofs as he might have to offer." This letter of Mr. Harrison, together with that of Mr. Crosby, the clerk, is appended to the report of the committee of March 5, 1830, and both are also hereto appended, (No. 1.) It appears by the letter of Mr. Crosby, which is dated December 31, 1792, that he had found Mr. Campbell chargeable with sums to the amount of \$48,148 81, and that he was entitled to credit, exclusive of his pay, to the amount of \$45,307 78, leaving a balance against him of \$2,841 03. The reason why the pay of Mr. Campbell had not been credited by Mr. Crosby is stated by him to have been that "it yet remained to be fixed to what period and at what rate his pay was to be extended." Mr. Crosby also gives a list of fifteen items of charge in the account of Mr. Campbell, to the amount of \$813 21, which had been disallowed by him for the want of vouchers. This disallowance, and the amount to be allowed Mr. Campbell for his pay, appear to have been the matters about which Mr. Harrison was desirous of receiving explanations from Mr. Campbell previous to his final action on the account.

The answer of Mr. Campbell to the foregoing letter, and enclosure of the auditor, dated New York, January 5, 1793, is found in the claimant's brief, hereto appended, (No. 5.) In this letter he says he expects Colonel Pickering, under whom he had served, would, "by his certificate, inform him (the auditor) how long he (Mr. C.) was entitled to pay, and how much per month." After making some remarks upon the charges which had been disallowed for the want of vouchers, he asks the auditor: "Will you settle my accounts, and pay the balance to the time Colonel Pickering shall say I am entitled, *from August 5, 1780*? Will you pay the interest on such balance as shall appear to be due on such settlement?" He then inquires of the auditor whether he will settle certain accounts of his clerks, and others who had served under him, and concludes by saying that he made those inquiries "to avoid spending his money and time unnecessarily," declaring that, if the auditor should find himself at liberty

to answer him in the affirmative, "he would, as soon as possible, attend at his office." It appears, from the said brief, that the receipt of this letter of Mr. Campbell was acknowledged by Mr. Harrison, the auditor, on the 28th of January, 1793, in which the auditor says "that, when Mr. Campbell's accounts shall be taken up for final adjustment in his office, he shall be disposed to adjust them *on such principles as may, upon full investigation, appear to be just and conformable to law*, and that, with regard to the other claims mentioned in Mr. Campbell's letter, they were considered as distinct subjects of separate inquiry, resting on their respective merits." This letter of Mr. Harrison, it is stated in the claimant's brief, "*was the last official letter from any of the officers of the Government on the subject of this claim.*"

Here, then, it appears that, after several months' active correspondence with the department, Mr. Campbell's accounts had been prepared for settlement; that the result of their examination had been communicated to him; that he had expressed his intention, provided the auditor would take up and adjust his accounts from the 5th of August, 1780, to go on to Philadelphia and attend personally to their settlements; and that the auditor, on the 28th of January, 1793, had informed him that his accounts should be adjusted on just principles, and conformable to law. The result of the correspondence appears entirely favorable to Mr. Campbell's wishes, and the expectation is strongly raised that he would visit Philadelphia to complete the settlement. That he did do so, it may be fairly inferred from another paper, a copy of which is given in the brief of the claimants. It will be borne in mind that in Mr. Campbell's letter to the auditor, of the 5th of January, 1793, he states his expectation that Col. Pickering would, by his certificate, state the time for which he ought to receive pay, and the rate per month. A copy of a certificate of Col. Pickering to that effect is given in the claimant's brief, dated "Philadelphia, February 27, 1793." There can therefore be no reasonable doubt that, at that time, Mr. Campbell was in Philadelphia attending to the settlement of his accounts; and when it is found that, seven days after the giving of this certificate, (to wit, on the 6th of March, 1793,) a claim of Mr. Campbell, as assistant quartermaster for New York, is settled and paid at the Treasury, the conclusion seems irresistible that it must have been a settlement of the account which had been so long in preparation, and for the settlement of which Mr. Campbell had left his home and attended at the auditor's office. If Mr. Campbell's accounts had not then been settled, how happens it that all correspondence on the subject between him and the department should from that time have ceased? Mr. Campbell lived at least five years afterwards. After he had taken so much pains to bring his accounts to a close, as appears by the foregoing recited correspondence, is it to be credited that, just as every thing seems prepared for a favorable termination of his efforts, he should, without any apparent reason, have suddenly abandoned his claim. It must have been brought to a final settlement on the 6th of March, 1793, as before stated.

But, in the absence of all this correspondence, (which seems so clearly to indicate such settlement,) the committee do not see how they could avoid, from the register of the certificate alone, issued to Mr. Campbell, mentioned in the beginning of this report, come to any other conclusion than that such certificate issued on a final settlement of his accounts. That some settlement was made with Mr. Campbell on the 6th of March, 1793, and a cer-

tificate issued to him on that day for \$1,103 65, with interest from the 1st of September, 1784, the evidence is perfect and conclusive. That it was a settlement with him for his "service" as "assistant quartermaster for New York," is equally conclusive; the record so states. It would be contrary to the uniform practice of the accounting officers to issue a certificate to Mr. Campbell but on a final settlement of his accounts. It could not be known until such settlement that any thing was due him, and it would therefore have been a plain violation of the duty of such officers to have issued such certificate on a partial settlement or for an independent claim. The certificate purports to have issued on a settlement with him as assistant quartermaster general, and could have been for no other claim than the balance of his accounts.

On the before mentioned statement of Mr. Crosby, the report of March 5, 1830, was predicated, and the act of March 2, 1833, passed. In the adjustment of the claim at the Treasury, under that act, the statement of Mr. Crosby was made the basis of the allowance, as will appear by a copy of the account as adjusted, hereto appended in No. 4. Mr. Campbell was charged with the balance of \$2,841 03, as found by Mr. Crosby, and being credited with the \$813 21 which Mr. Crosby had disallowed, and with one extremely liberal allowance for his pay and subsistence from December, 1776, to the 25th of July, 1785, and with certain charges for his expenses, the balance of \$6,695 21 was found due and paid, as before stated, being a second allowance of the same claim, together with sundry large charges, which were not deemed admissible in 1793.

To this view of the case, taken by the committee, the claimants have interposed sundry objections, which will now be considered.

In the first place, it is said that the certificate issued in 1793 could not have been for the balance of his quartermaster's account, because the amount of the certificate was but \$1,103 65—a much smaller sum than could, by any reasonable calculation, have been due him. On this point it may be remarked that, as we have not the benefit of the items of charge and credit which were, or would have been, added to the account, as stated by Mr. Crosby, it is impossible to make an accurate calculation as to the real balance then due. It might, for any thing that can now be shown, have been either greater or less than the sum then allowed; and perhaps the probability is as strong that it would have been less, as that it would have been greater. It is to be remembered that all of Mr. Campbell's accounts and papers, previous to the appointment of Colonel Pickering as quartermaster general, on the 5th of August, 1780, had been delivered by him to Mr. Hughes, and destroyed by fire, and that, in consequence, all efforts to settle any accounts of Mr. Campbell, previous to that date, had been abandoned by Mr. Campbell as well as by the Government. Thus Mr. Crosby, in his letter of December 31, 1792, says, the account he had stated commences in August, 1780, and Mr. Campbell, in his letter to the auditor of the 5th of January, 1793, makes no claim for any allowance previous to August, 1780. "Will you," he asks the auditor, "settle my accounts and pay the balance to the time Colonel Pickering shall say I am entitled, from 5th August, 1780?"

If a computation be made of the amount of pay due Mr. Campbell from August 5, 1780, to the 1st of September, 1784, the date from which interest was computed on the certificate issued in 1793, and of course the period to which the account then settled was extended, at the rate of \$75 per

month, agreeably to the certificate of Colonel Pickering, the amount of pay, being for four years and twenty-six days, would be \$3,665. If from this sum there be deducted the sum of \$2,841 03, the balance found against Mr. Campbell by Mr. Crosby in his statement, the balance due him would be \$823 97, instead of \$1,103 65, for which the certificate then issued. It will be remembered that fifteen items of Mr. Campbell's account, amounting to \$813 21, had been rejected by Mr. Crosby for want of vouchers. If the not unnatural supposition be adopted, that Mr. Campbell was able to furnish satisfactory evidence of the actual payment of about \$300 in amount of those previously rejected charges, the balance of about \$1,100, then found due, will be arrived at. But, whatever may have been the manner in which this balance of \$1,103 65 was ascertained, it is very apparent, by this statement, that there is nothing in the smallness of the sum for which the certificate then issued, which tends to weaken the belief that it issued on a final settlement of Mr. Campbell's accounts.

It is stated in the brief of the claimants, and in Mr. Potter's report, that, in 1798, just before the death of Mr. Campbell, he executed a power of attorney to a Mr. De Grone to prosecute his claim against the Government, which, it is argued, he would not have done if his accounts had previously been settled. Without objecting to the character of this evidence, which, at best, is but that of the party in interest, it may be remarked that the settlement which was contemplated by Mr. Campbell in 1793, and which the committee are of opinion was then made, was only of Mr. Campbell's accounts subsequent to the 5th of August, 1780; any attempted settlement of them previous to that date having, as before stated, been abandoned. It is not improbable that Mr. Campbell might have considered the Government indebted to him on his transactions during that previous period, and may have had some hope of obtaining an allowance from Congress on that account, though the papers and accounts relating to it had been destroyed.

Mr. Hughes, notwithstanding the loss of his papers, petitioned Congress, unsuccessfully, both before and after 1798, for an allowance to be granted to him, and Mr. Campbell may have thought of doing the same. (See pamphlets, chap. 24, No. 469, Library of Congress, and State Papers, volume Claims, 255, 706.)

On examination of this power of attorney, nothing is found in it tending to show that Mr. Campbell considered his accounts, which the committee suppose were settled in 1793, as remaining open. The power is a printed blank, in common form, filled up with the name of Mr. De Grone as the attorney, authorizing him to collect and receive all claims of the principal on the Government, without any specification of the nature of the claims. The execution of this power is therefore entirely consistent with the fact that Mr. Campbell's accounts had been settled, as supposed by the committee; while the fact, before stated, that all correspondence between him and the Treasury Department had ceased from the time of the settlement in 1793 to the time of his death, is wholly inconsistent with the supposition that the accounts which he had so long and so actively sought to have adjusted still continued open.

Again: it is said that the certificate which issued in 1793 could not have been on a settlement of Mr. Campbell's accounts, because the original papers on which the settlement was made would have been left in the Treasury Department, and destroyed in 1814, and of course could not have been produced by Mr. Campbell's heirs in 1833. The answer to this objection

is, that there is no evidence that any papers were produced in 1833 that may not reasonably be presumed to have remained in the possession of Mr. Campbell after a settlement of his accounts. The only papers that would belong to the Treasury Department, after a settlement of his accounts, would be a statement of his accounts made from the originals, together with the vouchers which he took as evidence of the payments he had made, and, if extra pay was allowed him, possibly the certificate of Colonel Pickering, showing that he was entitled to such extra compensation. His original books and papers of every other description would naturally be retained by him. These original papers would be abundantly sufficient to furnish all the evidence which appears to have been before either of the former committees, or before the accounting officers in 1833. If the certificate of Col. Pickering of the 27th of February, 1793, of which a copy is given in the claimant's brief, be deemed an exception to this remark, it may be stated that there is nothing improbable in the supposition that Mr. Campbell retained a copy of a certificate so highly complimentary to himself, and that the certificate in the claimant's brief is from that copy. This supposition receives strong confirmation, from the fact that there still remains among the papers an ancient copy of a certificate of Colonel Pickering, dated February 11, 1792, stating the time for which, in Colonel Pickering's opinion, Mr. Campbell ought to secure pay, to wit: "from the 5th of August, 1780, till the dissolution of the quartermaster's department, the 25th of July, 1785," which paper (No. 3) appears to have escaped the general loss in 1838. The existence of this copy, together with the fact that Mr. Campbell was in the habit of keeping copies of important papers, as is shown by the copies of his letters to Colonel Pickering, Colonel Hamilton, and Mr. Harrison, referred to in the claimant's brief, seems sufficient to remove any presumption that papers properly belonging to the Treasury Department, after a settlement of his accounts, were produced in 1833. Mr. Sawyer, in his affidavit of April 8, 1842, states his belief that, among the papers before Mr. Potter in 1838, was a *stated account* made by Mr. Crosby, and transmitted to Mr. Campbell by the auditor in his letter of January 1, 1793. If so, it would naturally be a copy or an abstract of the statement on file in his office; for it cannot be presumed that the Auditor would transmit him the original statement with the vouchers. That such a paper should remain with Mr. Campbell would furnish no evidence that his accounts had not been settled. On the fullest examination the committee have been able to give this objection, they can see nothing in it tending in the slightest degree to weaken their belief that Mr. Campbell's accounts were settled, as before stated, on the issuing to him of the certificate in 1793.

It is further said, in behalf of the claimants, that the same Mr. Harrison, who was auditor in 1793, when Mr. Campbell's accounts were then under consideration, was also auditor in 1833; and that it is not to be presumed he would have made the latter allowance if he had previously settled the same accounts with Mr. Campbell. If it were certain that Mr. Harrison had recollected the previous settlement, there would be some form in this objection, though it might not even then be conclusive; because it is to be remembered that Mr. Harrison did not originate the allowance in 1833, but merely audited the accounts of Mr. Campbell, in obedience to the positive mandate of an act of Congress. The act of March 2, 1833, "required the accounting officers of the Treasury to audit and adjust, upon principles of equity and justice, the claims and accounts of the heirs and

representatives of John Campbell, late of the city of New York, deceased, a forage master and an assistant deputy quartermaster general in the service of the United States during the revolutionary war, for his services, expenditures, pay, and rations, while in service as aforesaid, as forage master and assistant deputy quartermaster general; and that the amount due, when ascertained as aforesaid, be paid to the heirs and representatives of said John Campbell, out of any moneys in the Treasury not otherwise appropriated." Now, as Mr. Harrison has since deceased, it is impossible to ascertain from him whether he recollected, in 1833, his former transactions in relation to the accounts of Mr. Campbell or not. If he had recollected that they had been previously settled, whether he would have felt it his duty, under this act, to go on and audit the accounts again, or whether he would have felt at liberty to disobey the act of Congress, and refuse to audit them, is also uncertain. In legal strictness, he would doubtless have been justified in obeying the mandate of the act and in auditing the accounts, even if he had positively known it had previously been settled. Perhaps he would have considered it his imperative duty to do so; though, in the opinion of the committee, he might have been excused if, under such circumstances, he had declined to make the allowance until he had reported the facts within his knowledge to Congress, and obtained their further direction in the matter. But it is to be considered that when he was called upon to act, Congress was not in session, and would not again sit for nearly nine months. He might not have been willing, under such circumstances, to interpose his own recollection against the positive requirements of the law. But there is no evidence that Mr. Harrison had any recollection whatever of his previous examination of the accounts; and when it is considered that the previous allowance was, at that time, of forty years standing, that Mr. Harrison had become an old man, and that during that period he had examined and passed upon many thousands of claims, there is nothing improbable in the supposition that all remembrance of his previous examination of this claim had passed from his mind; indeed, under such circumstances, it could hardly be expected that he would have recollected any thing on the subject.

The committee have been unable to find any thing, in the additional evidence produced since their former report, to change their opinion, then expressed, that the accounts of Mr. Campbell, which were audited under the act of 1833, had been adjusted and paid in 1793. Sarah Kirk, the daughter, Thomas Kirk, son-in-law, and Peter Cooper, grandson of Mr. Campbell, testify that they had frequently heard Mr. Campbell converse on the subject of his claim on the Government, nearly up to the time of his death; that they never heard or understood from him that his account, or any part of it, had been settled; and that they never heard of any allowance to him in 1793, until they were informed of it by the former report of this committee, in January last. They appear confident that, if such allowance was made, it must have been upon some independent claim, and not on the settlement of his accounts as quartermaster. If any settlement of his accounts had been made, they think they could not have remained ignorant of it. They, as well as the two Mr. Sawyers, who have aided them in the prosecution of their claim since 1830, say they have made repeated examinations of the papers of Mr. Campbell, and were never aware of any such adjustment as that stated by the committee in their former report, and express their strong belief that the certificate which issued in 1793 could

not have issued on a settlement of Mr. Campbell's accounts, as supposed by the committee. Giving full credit to this testimony, which proves the high characters of the witnesses, of which they are well assured, the committee find nothing in it calculated to overthrow or weaken the force of the documentary evidence of the previous settlement hereinbefore recited. The papers of Mr. Campbell would not necessarily furnish any evidence of the settlement in 1793; and as his accounts, including his claim for services previous to August, 1780, embracing a period of nearly four years, had not been and could not be adjusted, in consequence of the destruction of his papers, it is not improbable that he considered the Government still indebted to him, though he had lost the evidence by which such indebtedness could be shown. Under these circumstances, it is not unreasonable to suppose, that he should have continued his conversation about his claim on the Government up to the time of his death. That there was an allowance to Mr. Campbell in 1793 of over \$1,100, for a claim in some way connected with his services as quartermaster, and which he was then paid, the claimants must admit. The fact that they remained in ignorance of this allowance, whatever it was, is conclusive to show, either that they were not informed of the details of his transactions with the Government, or that, from the lapse of time, they had forgotten them. Upon either supposition, their testimony cannot be considered as tending very strongly to establish the fact that the certificate issued in 1793 was not on a settlement of Mr. Campbell's accounts.

Upon the whole, the committee, notwithstanding the ingenious arguments which have been made before them to the contrary, cannot resist the conclusion, derived from the record of the settlement made in 1793, and from the mass of documentary evidence, of a circumstantial character, tending to confirm the fact of such settlement, that the allowance under the act of March 2, 1833, of \$6,695 21, was improperly and improvidently made, and that, consequently, interest ought not to be allowed upon it.

The committee have not considered the question whether, if the allowance in 1833 had been just, the claimants would be entitled to interest; but, upon the ground before stated, they again recommend that the claim be rejected.

No. 1.

MARCH 5, 1830.

Mr. DICKINSON, from the Committee on Revolutionary Claims, to whom was referred the petition of Margaret Cooper, Sarah Kirk, and Jeremiah Van Antwerp, surviving children of the late Major John Campbell, of the city of New York, an assistant deputy quartermaster general during the revolutionary war, reported :

That they have had the said petition and documents accompanying the same under consideration; that, from the statement of the petitioners and documents, it satisfactorily appears that the said John Campbell, in the month of December, 1776, was appointed by H. Hughes, deputy quartermaster general, forage master at the post at Peekskill, with the pay and rations of a major; that he continued in service as forage master until he was taken into service as an assistant deputy quartermaster general, in which capacity he faithfully served the residue of the revolutionary war.

His faithful services and highly meritorious character are abundantly proved by the certificates of Major General Alexander McDougal, Major General William Heath, Major General Henry Knox, and many other highly distinguished officers, who knew the said Major John Campbell while in service. The committee further report that it satisfactorily appears, as well from a letter marked B, (hereunto annexed,) from William Simmons, dated 17th September, 1792, then chief clerk in the auditor's office in the Treasury Department,) as from other documentary proof, that the said John Campbell, very soon after the close of the revolutionary war, applied for the settlement of his account, and frequently thereafter solicited that a settlement might be made with him, and that the only objection, on the part of the officers of the Government, to closing his account, arose from the refusal of Colonel Hughes, a deputy quartermaster general, under whom Campbell had served, to render his account, and the subsequent destruction of the accounts and papers of the said Hughes by fire; that it does not appear that any settlement was ever made with the said John Campbell for his services, pay, or rations as forage master or assistant quartermaster, but that it does appear from letters (marked C and D,) hereunto annexed,) from R. Harrison and John Crosby, dated Treasury Department, Auditor's office, 1st January, 1793, that the accounts of the said John Campbell, as assistant deputy quartermaster, from August, 1780, to the end of the war, had been completed in that office, excepting his claims for pay, rations, and extra services; from which account, excluding his previous services as assistant quartermaster and barrackmaster, and his pay and rations, it would appear that the said John Campbell was then indebted to the United States in the sum of \$2,841 03. That it further appears that the said John Campbell soon thereafter died, without effecting any settlement of his accounts. The committee, on examination and consideration of the documents and evidence in this case, are unanimously of opinion that the petitioners are entitled to relief, and therefore ask leave to bring in a bill for that purpose.

B.

TREASURY DEPARTMENT,

Auditor's Office, September 17, 1792.

SIR: I have perused Mr. John Campbell's letter of the 11th instant to the Secretary of the Treasury, wherein he complains of an unjust delay in the settlement of his public accounts, whereby he has sustained much injury by being deprived of his just demands.

Agreeably to your request, I here state the case of Mr. Campbell, which is as follows, viz:

That he acted in several capacities in the quartermaster department, from the latter end of the year 1776 to the close of the war, and has had the disbursements of large sums of public money, and has also issued certificates to a considerable amount.

In Mr. Denning's time, I recollect Mr. Campbell applying to him for a settlement of his accounts as an assistant to Hugh Hughes, late deputy quartermaster general; but the objection to a settlement at that time was, that Mr. Campbell had delivered his accounts, from the commencement of

his business, to August, 1780, to Colonel Hughes, his principal, who refused to render his own accounts, or those of his assistants.

The commissioner repeatedly called on Colonel Hughes to render his accounts, but could not obtain them, which prevented the possibility of a settlement of Mr. Campbell's accounts at that time.

Mr. Burrall was afterwards appointed to succeed Mr. Denning in the office of commissioner for the quartermaster department, and I recollect Mr. Campbell's applying to him also for a settlement of his accounts, but the objections before assigned still existed. Mr. Burrall also called on Colonel Hughes repeatedly to render his accounts, but could not obtain them; they finally were destroyed by fire. Mr. Campbell's accounts from August, 1780, to the close of his business were in his own possession. Mr. Burrall desired him to render those accounts, but informed him that, as the charges for moneys advanced by Colonel Hughes could not be ascertained, a final settlement of them could not then be made. He therefore did not render them, but lodged a claim, in order to save himself from being barred by the limitation act, which was then nearly expired.

In this state the business rested until August, 1791, when Mr. Campbell applied at this office for a settlement of his accounts, and delivered to me a large chest of papers, which he said contained his accounts from August, 1780, to the close of his business.

I inspected the accounts in his presence, and found that no statement of them had been made, and the papers in the utmost confusion.

Mr. Campbell acknowledged that the accounts were not in a state fit to render for settlement, and said that it was owing to the death of his clerk, who had been employed in the business. He proposed to employ a person at his own expense to put them in a state for settlement, but, as he found it difficult to procure a suitable person to undertake the business, I proposed to have it done by the clerk in the office, at times when the business would permit. With this proposition he seemed well satisfied. I accordingly employed two of the gentlemen for near a month in arranging his accounts, but, one of the gentlemen leaving the office, and the current business pressing upon us, was obliged to have them laid aside, but should have reassumed the arrangement of them as soon as the current business would permit. The loss of Col. Hughes's accounts will render it impossible to ascertain the moneys advanced to him, which will prevent a final settlement of his accounts until some special regulation shall take place for the adjustment of accounts thus circumstanced. From the foregoing state of facts, you will judge how far Mr. Campbell has a right to complain of an unnecessary delay in the settlement of his accounts.

I have the honor to be, sir, respectfully, your most obedient servant,

WM. SIMMONS.

To the Auditor of the Treasury.

C.

TREASURY DEPARTMENT,

Auditor's Office, December 31, 1792.

SIR: I have stated the account of Mr. John Campbell, late assistant deputy quartermaster, as far as can be done from the papers exhibited at

this office, and find that he is chargeable, as stated therein, to the amount of \$48,148 81, and that he is entitled to credit, exclusive of his pay, to the amount of \$45,307 78, leaving a balance against him of \$2,841 03. To what period or at what rate his pay is to be extended is yet to be fixed. It is to be observed that this account commences in August, 1780, and that he has disbursed money on account of his department to June, 1784; but as his services at the latter part of this period were inconsiderable, and sundry derangements in the department took place, it is my opinion that he is not entitled to full pay.

Vouchers are wanting to the following accounts, for which he has issued certificates, but which I have not admitted to his credit, viz :

No.	2,525.	Jacob Ellis	-	-	-	-	\$30 00
"	2,526.	Nathaniel Finch	-	-	-	-	30 00
"	2,539.	Gilbert V. Courtland	-	-	-	-	185 72
"	2,540.	Do.	-	-	-	-	22 48
"	2,544.	Jeremiah Drake	-	-	-	-	5 60
"	2,548.	George Lane	-	-	-	-	30 12
"	5,504.	John Lee	-	-	-	-	50 74
"	5,509.	Richard Hopper	-	-	-	-	88 67
"	5,510.	Do.	-	-	-	-	2 48
"	6,368.	Nathan Green	-	-	-	-	7 48
"	6,452.	John Hadden	-	-	-	-	14 36
"	6,488.	John Andrews	-	-	-	-	7 84
"	*7,259.	Cornelius V. Tassel	-	-	-	-	55 60
"	12,269.	James Connolly	-	-	-	-	141 24
"	12,270.	Peter Ricks	-	-	-	-	140 60
							<hr/>
							813 96
							<hr/>

The account cannot be considered as accurate, owing to the loss of Col. Hughes's papers. It is probable that advances were made him by Col. Hughes, which are not included in this account, as most of the charges for cash received of Col. Pickering, and *all* those received of David Wolfe, are wholly unnoticed by Mr. Campbell in his accounts.

JOHN CROSBY.

RICHARD HARRISON, Esq.,

Auditor of the Treasury.

D.

TREASURY DEPARTMENT,

Auditor's Office, January 1, 1793.

SIR: The examination of your accounts, as assistant deputy quartermaster from August, 1780, to the end of the war, has been completed in this office; and, for your more particular information, I herewith transmit

*Certificate 6,358, for the like amount and of the same date, &c., was issued to Cornelius V. Tassel; his account is particularly stated in a book kept by Mr. Campbell for that purpose, in which said certificate is charged. It does not appear that he rendered any service for which this certificate was issued. This is therefore presumed to be a mistake.

the remarks of the clerk who stated them. This I have deemed necessary, in order that you may have an opportunity, previous to any decision by me, to make, either in person or in writing, such additional observations and proofs as you may have to offer. I shall expect to hear from you soon, and am, sir, your obedient humble servant,

R. HARRISON.

Mr. JOHN CAMPBELL.

No. 2.

United States to John Campbell, Dr.

To services rendered United States as assistant deputy quartermaster general and barrackmaster, from 25th December, 1776, to 2d March, 1778, both dates inclusive, at \$60 per month, 1 year, 2 months, and 5 days	\$852 00
To 1,244 rations, as per certificate, from William Paulding, deputy commissary general, at 10½d., York currency, per ration, at 11 cents, £54 8s. 6d.	136 50
To 120 rations, as per Abraham Martling's certificate, for the month of September, 1777, at 10½d., £5	13 13
To services, 2 years, 5 months, and 2 days, as assistant deputy quartermaster general, from 2d of March, 1778, to 5th of August, 1780, at \$60, £697 12s.	1,744 00
To 2½ retained rations per day, during same time, say for eight hundred and eighty-six days, charged by Major Campbell, 2,132½ rations, undercharged 82½ rations, at 10½d., New York currency £93 5s. 11d.	233 23
To services from 5th August, 1780, to 31st December, 1781, as assistant deputy quartermaster general, 1 year, 4 months, and 26 days, at \$75 per month, £506	1,265 00
To services from 1st January, 1782, to 5th September, 1784, as assistant deputy quartermaster general, at Continental village and West Point, New York, 2 years, 8 months, and 5 days, at \$75 per month, £965	2,412 50
To travelling expenses, between June, 1778, and June, 1780, \$776 3s., continental currency, (A.)	
To travelling expenses, from November, 1780, to March, 1781, (B.) £869 11s. continental currency.	
To travelling expenses in June and July, 1781, in specie, £3 7s. 6d., (C)	8 44
To travelling expenses, from January, 1782, to and including January, 1784, in specie, (D.) £42 15s.	106 06
Scale of depreciation to £16 1781.	40 00
June 4. Sundry clothing, as per account	£8 9 6
Dec. 15. Sundry clothing, as per account, and a certificate of the quartermaster general for £7 4s.	11 15 6

Balance, received from Michael Dykman, of \$564, continental dollars, for cart-horses, sold December 8, 1780, which was charged as an outstanding debt, agreeable to the scale of depreciation amounts, at 75 for 1, to

£2 19 3

23 4 3

\$58 03

98 03

1782.
Oct. 20. One condemned tent - - - 1 4 0
One invalid ox from Fredericksburg - 9 0 0

1783.
Oct. Sundries bought at vendue, at Continental village, per account - - - 9 14 0
Two sides leather, 165 lbs., had August 24, 1782, of poor quality, at 15d. per lb. - - - 18 9

20 16 9

52 09

150 12

The evidence of Major Campbell's service, as assistant deputy quartermaster, is as follows, viz:

Major General Alexander McDougal's certificate, that Major Campbell had served under General McD.'s orders, in the quartermaster's department, at various periods, from December, 1776, to the 19th October, 1780; that General McD. knew him to be a sober, diligent, and faithful officer; that his services were such as to entitle him to the highest justice of his country; and that, while in the army, he had followed no business at the expense of the public, by which he, Major C., had profited.

Major General William Heath certifies, March 31, 1782, that Major Campbell had been an assistant quartermaster general since the year 1776, and at various times had acted at posts which General Heath had commanded; and that, on all occasions, Major C. had exhibited a zeal for, and an attention to, the interests of the public, to which he had devoted his whole time and rendered many essential services.

Major General Henry Knox certifies, on the 17th December, 1783, that Major Campbell had acted under his orders, as assistant deputy quartermaster at West Point, since October, 1782; that, in the various complex and arduous matters committed to Major C.'s charge, he had evinced himself to be a truly capable, judicious, and faithful servant of the public, and as such deserved to be rewarded.

Vice President George Clinton certifies, March 1, 1787, that he was well acquainted with Major Campbell while he officiated as assistant quartermaster general; and that he merits the character given him by Majors General Knox, Heath, and McDougal, and others.

Colonel Richard Platt certifies, January 22, 1792, that Major Campbell was, during the revolutionary war, one of the principal assistant quartermaster.

masters in the State of New York; that, during the whole war, he manifested great zeal, activity, and diligence in his station; that his good conduct and economy tended manifestly to the honor and advancement of the service.

Colonel Richard Varick certifies, July 20, 1791, that, for many years during the revolutionary war, he was well acquainted with Major Campbell as assistant quartermaster, and that his general character was that of a faithful, diligent, and industrious officer.

Similar opinions of Major Campbell, in the year 1791, are expressed in the certificates of Hon. John Lawrence and John Jay, and Stephen Ward, Ebenezer Purdy, and Jonathan G. Tompkins, Esqrs., judges of the county of West Chester, in the State of New York.

Colonel Hugh Hughes, one of the deputy quartermasters general, under whose more immediate orders Major Campbell acted, previous to May, 1778, certifies, December 3, 1790, that, while they were connected in the public service, Major C., at all times acted as an honest, faithful, and active officer; and, upon every emergency, afforded Colonel Hughes all the assistance in his power, whenever called on; and that Colonel H. had not at any time the least grounds for suspicion of any kind relative to any part of Major Campbell's conduct.

Colonel Udney Hay certifies, October 16, 1782, that, from the 16th May, 1778, to the 16th October, 1780, while Major C. was acting under his immediate orders as deputy quartermaster general, Major C.'s conduct not only merited his warmest acknowledgments for his services rendered the department, but also that Colonel Hay had been informed, and had the greatest reason to believe, that Major C.'s conduct gave general satisfaction both to the officers of the army and to the inhabitants of the State, with whom the duties of Major Campbell's station connected him in business.

And on the 4th February, 1829, Colonel Marinus Willett, Colonel Thomas Storm, Colonel Nicholas Fish, Gabriel Furman, Esq., General J. Morton, Major James Fairlie, Colonel Richard Varick, and Major Theodorus Fowler, all of the city of New York, in which Major Campbell spent his whole life, except while in the army, unite in certifying that they were personally acquainted with Major C.; that he acted as an assistant deputy quartermaster general from the commencement to the close of the revolutionary war; and that, in the discharge of the duties of that office, as well as in the whole of his conduct through life, he, on all occasions, proved himself a true patriot and real friend of his country; that, in all the relations of life, he sustained the character of an honest man and virtuous citizen; and that, in their opinion, he was incapable of making a demand of the Government of his country which was not founded in strict justice and equity. On the 25th December, 1776, Major Campbell received from Colonel H. Hughes, at Peekskill, New York, the appointment of barrack master, in which Major C.'s pay is stated to be that of a major with rations, &c., &c.

Major Campbell claims, as compensation for his services, \$75 per month and four rations per day from the date of his appointment, 25th December, 1776, to the 25th July, 1785.

Pay, eight years and seven months - - - - - \$7,725 00

By a certificate of Colonel Pickering, dated 27th February, 1793, in addition to Major Campbell's appointment as bar-

rack master, first referred to, it appears that Major Campbell engaged under Colonel Hughes, at the sum of \$75 per month, and that, in Colonel Pickering's opinion, he was entitled to that sum per month; and, by another certificate of his of February 11, 1792, up to the date of the dissolution of the quartermaster's department, (which was the 25th July, 1785,) 1,244 rations, at $10\frac{1}{2}d.$, which, on the 1st September, 1777, was certified by William Paulding, deputy commissary general of issues, under Joseph Trumbull, Esq., commissary general, to which is attached Colonel Hughes's certificate that Major Campbell was, by contract, entitled to four rations per day;—1,244 rations, at $10\frac{1}{2}d.$, New York currency	\$136 59
130 rations for the month of September, 1777, as appears by the certificate of M. H. Martling, deputy commissary general of issues	13 13
	<hr/> 7,874 72 <hr/>

Major Campbell has also charged for travelling expenses, as appears by accounts under his own hand, as follows, viz:

Expenses between June, 1778, and June, 1780, in continental currency	-	-	-	-	£776 3 0
For ditto from November, 1780, to March, 1781, in the same currency	-	-	-	-	869 11 0
					<hr/> Making £1,645 14 0
in continental currency; which, if charged at 10 per cent., (probably about its value, in specie, \$4,116)	-	-	-	-	= \$411 60
Expenses in June and July, 1781, charged, in specie, £3 7 6					8 44
Expenses from January, 1782, up to and including January, 1784, £42 15 0	-	-	-	-	106 88
					<hr/> 526 92 <hr/>

[Colonel Hay certifies that during the whole time Major Campbell acted under his orders, viz: from 16th May, 1778, to 16th October, 1780, so far as he knew, and as Colonel Hay believed, Major Campbell rode his own horse, and that his business required him to ride a great deal. Certificate dated 8th January, 1792.]

Brought down - 7,874 72

Making the whole claim, exclusive of interest - 8,401 64

It appears that Major Campbell, from the time of his discharge from the army up to a period within a few months of his death, which happened in the year 1798, was urging a settlement of his accounts; that on the 9th June, 1791, he wrote Colonel Pickering, requesting his certificate of his (Major Campbell's) character and conduct while in the army, and pledging himself that Colonel Pickering's certificate, whatever it might be, should accompany his accounts to the auditor, which probably pro-

duced Colonel Pickering's certificate of the 11th February, 1792, to which reference has already been made.

Colonel Pickering writes Major Campbell, August 8, 1792, that he has seen Mr. Simmons, who informed him that he had lost some of the best clerks in the auditor's office, which would further retard the settlement of old accounts; that he (Colonel Pickering) mentioned Major Campbell's intention of coming to Philadelphia in a few weeks, but Mr. Simmons did not think it advisable, as it would be impossible to do any thing to effect in a short time, and that Colonel Pickering did not see any chance of bringing the old accounts to a close within a reasonable time, unless some competent persons were appointed to attend to them, and nothing else.

On the 29th August, 1792, Major Campbell writes Colonel Pickering, complaining of the Government and of him for not paying the printed certificates, as they were called, &c., in which he expresses the belief that if the Executive officers have taken leave of common justice and common honesty, that Colonel Pickering has not; and compares the Colonel to the man who, marrying a second wife, neglects his children by the first.

On the 11th September, 1792, Major Campbell writes Colonel Hamilton that in August, 1791, he had presented his accounts, and attended, at considerable expense, the auditor's office in Philadelphia, to obtain a settlement, but ineffectually; that in February, 1792, he again attended there for thirteen days, but nothing was done, owing to the session of Congress; that on the 23d August, 1792, he again went to Philadelphia to obtain a settlement, but again unsuccessfully, and complains of this treatment, after having spent ten years of the prime of his life for the liberty of this country, and near eight years of which in actual service, as depriving him of the hard-earned balance that was his due, and says, if a settlement is longer delayed, he shall deem it his indispensable duty to appeal to Congress, &c.

Colonel Hamilton acknowledges the receipt of this letter on the 18th September, 1792, and encloses him a letter from William Simmons, in explanation. The letter of Mr. Simmons, enclosed, states the case of Major Campbell, explains the causes of the delay, and acknowledges that, previous to August, 1791, Major Campbell had lodged a claim, to save himself from the statute of limitations, &c.

To this Major Campbell replied, November 2, 1792, complaining of Simmons and of his misrepresentations, and explanatory of the situation of his accounts, &c.

Col. Pickering writes Major Campbell, November 8, 1792, in which he says he has reason to hope that a measure will be adopted for proceeding uninterruptedly in the examination of the old accounts, &c.

November 22, 1792, Colonel Pickering writes that he was informed that a statement of Major Campbell's accounts was nearly completed.

Major Campbell, December 3, 1792, acknowledges the receipt of the two last letters, but expresses the opinion that Mr. Simmons, the robber general, as he calls him, will put his invention to the rack to keep the door of justice closed against him, &c.

On the 1st of January, 1793, R. Harrison, auditor, &c., writes Major Campbell, that the examination of his accounts, from August, 1780, to the close of the war, had been completed, and encloses a statement of the clerk, &c.

The clerk, John Crosby, by his statement, makes Major Campbell

chargeable with \$48,148 81, and credits him with \$45,307 78, *exclusive of pay*, leaving a balance against him, *exclusive of pay*, of \$2,841 03; that the time and rate of pay remained to be fixed. He also says, vouchers are wanting to the following accounts, (enumerating fifteen,) amounting to \$813 21, for which Major Campbell had issued certificates, but which were not admitted to his credit; that the account cannot be considered as accurate, owing to the loss of Colonel Hughes's papers, &c.

Major Campbell's answer is as follows:

NEW YORK, *January 5, 1793.*

SIR: I have received your favor of the 31st ultimo, and, so far as it relates to the moneys I stand charged with, and also what I have accounted for, I can say nothing to, until I again see my books and papers. As to my pay for the time mentioned, I expect Colonel Pickering will, by his certificate, inform you *how long* I was entitled thereto, and how much per month. The vouchers said to be wanting are, as yet, doubtful with me. Mr. Bogert, my then clerk, issued most of the certificates in my absence, and it will not be denied that he was an accurate clerk and strictly honest man; and therefore I have no reason to believe that any have been issued improperly. As to inaccuracy of my accounts for want of Col. Hughes's papers, I will thank you to point out any method that can remedy that misfortune. All that I can say on that subject is, that I most sincerely wish that Colonel Hughes, Colonel Hay, and Colonel Pickering, who were acquainted with my conduct, and who I expected to settle with, were to be my judges. Those gentlemen are all living; and, if a knowledge of truth is wished for, it can, and I hope will be obtained. It was well known to these gentlemen that I was a *potter*, and was not bred an accountant; and therefore inaccuracy in accounts ought not to be considered a crime, especially when corroborating circumstances can be adduced, not only by the before-mentioned gentlemen, but by my papers in your possession: it will appear that nothing improper or unjust was contemplated. Thus I have complied with your expectation, that is, to hear from me.

I have now only to request that you will answer me the following questions: Will you settle my accounts, and pay the balance from the 5th of August, 1780, to the time Colonel Pickering shall say I am entitled thereto? Will you pay me interest on such balance as shall appear to be due on such settlement? Will you settle the accounts of Messrs. Teunis Bogert and George Denniston, who served as clerks with me, Jonathan Capron, who served as my storekeeper, and Joseph Cheeseman, who served as superintendent of masons under my direction, and that of engineer of the garrison of West Point? My reasons for asking these questions are, to avoid spending my time and money unnecessarily. Should you find yourself at liberty to answer in the affirmative, I will, as soon as possible, attend at your office; and I beg leave to mention, without any intention to give offence, that I ask no favor—I only ask for justice; which, if denied me, I will not silently submit to. In hopes of hearing from you, shortly,

I am, with due respect, your very humble servant,

JOHN CAMPBELL.

RICHARD HARRISON,
Auditor for United States.

The following is Colonel Pickering's certificate, alluded to in the foregoing letter :

When Major Campbell engaged as an assistant under Colonel Hughes, his pay was stipulated at *seventy-five* dollars a month. The receipt of pay being only *in expectation*, it was necessary to allow the highest sum, to induce divers persons to serve in the department. Major Campbell was of this number. When the new arrangement, made October 23, 1782, abolished State deputies and their assistants, and reduced the pay of the department in general, it occasioned much dissatisfaction. Very different duties were assigned to different persons, but all under the name of *assistants*, and the same pay was appointed for all, to wit: thirty dollars a month. Such of the assistants as were of the line of the army, having other motives and expectations, were less uneasy on the reduction of the pay; but Major Campbell's continuance was grounded on what I conceived *well-founded hopes* of an alteration of the last plan. His character, and consequently his credit, stood so high as to enable him to render important services to the army in the State of New York, where he was well known; and I consider him entitled to much higher pay than some other assistants, whose duty was much circumscribed.

Upon the whole, I think that a continuance of Major Campbell's pay, as originally fixed, will not exceed the value of his services, seeing *it is to be made up at this late period*, and that no expenses are charged, nor any allowance for subsistence, *after* the dissolution of the army.

TIMOTHY PICKERING.

PHILADELPHIA, *February 27, 1793.*

The foregoing is certified by Colonel H. Hughes to be a true copy of the original, examined and compared by him.

The receipt of the last-mentioned letter of Major Campbell is acknowledged by Mr. Harrison, the auditor, 28th January, 1793; in which he says that, when Major Campbell's accounts shall be taken up for final adjustment in that office, Major Campbell would find Mr. Harrison disposed to settle them on such principles as may, upon a full investigation, appear to be just and conformable to law; and that, with regard to the other claims mentioned in Major Campbell's letter, Mr. Harrison considered them as distinct subjects of separate inquiry, and to rest on their respective merits.

On the 10th day of February, 1798, a few months before Major Campbell's death, he executed a letter of attorney, before John F. Roorback, notary public, of the city of New York, constituting William Degrove, of the city of New York, his attorney, to settle, receive, and discharge his claim against the United States, but without effect. The letter was found among Major Campbell's papers.

Major Campbell's claim there is as follows :

Pay	-	-	-	-	-	\$7,725 00
Rations (as charged)	-	-	-	-	-	149 72
Travelling expenses, at least	-	-	-	-	-	526 92
						<hr/>
Exclusive of interest from July 25, 1784	-	-	-	-	-	8,401 64
Ought the balance stated by the Auditor, Mr. Harrison, as by Mr. Crosby, the clerk's letter, 31st December, 1792, to be deducted?	-	-	-	-	-	2,841 03
						<hr/>
If so, the balance, without interest, will be	-	-	-	-	-	5,560 61

And with interest to February, 1829, at 6 per cent., (49 years 7 months,) say 49 years	-	-	-	-	\$14,012 39
					<hr/> 19,573 00

Ought a claim of this character, supported by such evidence, to be longer postponed or rejected by the Government of the United States?

No. 3.

PHILADELPHIA, *February 11, 1792.*

I have considered the services of Mr. John Campbell in the quartermaster's department, the attention and fidelity with which they ever appeared to have been rendered, and the continuation of his public services relative to the affairs of the department, and the claims which, after the dissolution of the army, were to be explained and ascertained, especially for the information of the commissioners for settling the demands of the citizens of New York, and his loss of time and expenses therein, and am of opinion that he ought to be allowed pay during the time above charged; that is, from the 5th of August, 1780, until the dissolution of the quartermaster's department, the 25th of July, 1785. Prior to the 5th of August, 1780, he acted in the department under Colonel Udney Hay, deputy quartermaster general: General Green being quartermaster general.

TIMOTHY PICKERING,
Late Quartermaster General.

No. 4.

The United States to the heirs and representatives of John Campbell, late of the city of New York, as barrack and forage master and assistant quartermaster general,

DR.

For amount of the following sums, to be paid to them in pursuance of an act of Congress for their relief, approved 2d March, 1833, (pages 106 and 107:)

Amount of his pay, from 25th December, 1776, the date of his appointment by H. Hughes, to 25th July, 1785, when the quartermaster's department was abolished—8 years and 7 months, at \$75 per month	-	-	-	-	\$7,725 00
Amount of allowance for 4 rations per day, as agreed with Mr. Hughes, from 25th December, 1776, to 15th July, 1780, when his allowance of rations, &c., ceased, by resolution of Congress of 15th July, 1780, at 10½d., New York money, per ration, 1,299 days, 5,196 rations, £227 6s. 6d., equal to	-	-	-	-	568 31
Amount of allowance for 1 ration per day, for a servant, for same time, being 1,299 rations, £56 16s. 7½d., equal to	-	-	-	-	142 08
Amount of his travelling expenses in discharge of his duties, from June, 1778, to January, 1784, per their (his) own statement	-	-	-	-	287 64
					<hr/> 8,723 03

From which deduct the balance stated to be due from him on settlement of his account from August, 1780, to the termination of his services, exclusive of pay, per note on the statement of John Crosby, of 31st December, 1779, herewith	\$2,841 03	
Deduct the amount of certificates not admitted by Mr. Crosby, now admitted, as per note at foot of said statement	- - - - -	\$13 21
		<u>\$2,027 82</u>
		<u>6,695 21</u>
The balance claimed by the heirs, per their statement herewith, is	- - - - -	\$36,084 56
From which deduct the following sums :		
Amount overcharged for Mr. Campbell's rations, not admitted	- - - - -	\$1,076 94
Amount overcharged for his servant's rations, not admitted	- - - - -	269 23
Amount charged for forage for two horses, not admitted	- - - - -	1,316 25
Amount charged for interest, not admitted	- - - - -	26,726 93
		<u>29,389 35</u>
Balance due, as above stated	- - - - -	<u>6,695 21</u>

WM. PARKER.

AUDITOR'S OFFICE, *May 31, 1833.*AUDITOR'S OFFICE, *June 10, 1833.*

By numerous letters and certificates herewith, from highly respectable characters, it appears that Major John Campbell was considered as a faithful, active, and meritorious officer, and that he served during the whole of the revolutionary war, and for some time after, in various capacities, but chiefly in that of assistant deputy quartermaster general. His accounts, however, with those of his immediate superior, H. Hughes, to whom they were rendered, having been destroyed by fire, no view has been, or could be, given of his expenditures anterior to the month of August, 1780, when the department was new modelled, and placed under the direction of Colonel Timothy Pickering, who continued as head thereof until its final abolition in July, 1785. This statement, therefore, is necessarily, and almost exclusively, confined to the items of pay, subsistence, and travelling expenses, the first of which (his pay) is allowed at the *highest* rate throughout his whole term of service, in conformity with the opinions and representations of Colonel Pickering, who, it is conceived, was a proper and competent judge in the case.

The charge of forage made by the claimants is not admitted, because forage is an article which, it is supposed, might and should have been drawn in kind, and because, if any balance was justly due under this head, it is

considered as fully covered by the liberal rate and extension of *pay*. Moreover, no allowance of the kind is mentioned in the act of Congress.

The rules of settlement at the Treasury do not permit the allowance of *interest*, except where it is specially provided for in cases of contract, or expressly authorized by law; consequently, the item of interest charged by said claimants has been deemed inadmissible.

R. HARRISON.

COMPTROLLER'S OFFICE, *June 10, 1833.*

Examined :

WM. ANDERSON.

TREASURY DEPARTMENT,

Register's Office, January 11, 1834.

I certify that the foregoing is a true copy of the original on file in this office.

T. L. SMITH, *Register.*

No. 5.

PRINTED BRIEF OF THE CLAIMANTS, MADE AFTER THE REPORT OF MR. POTTER IN 1838, WHICH INCLUDES THAT REPORT.

Report of the Committee on Revolutionary Claims of the House of Representatives, and a bill in addition to an act for the relief of the heirs, &c., of John Campbell, late of the city of New York, deceased; and Brief, in support of the claim. (Report No. 673, and bill No. 651, of the House of Representatives, 25th Congress, 2d session.)

ABSTRACT OF EVIDENCE.

From the subjoined abstract of the evidence in the case of the heirs of John Campbell, it will abundantly appear—

1. That, soon after the termination of his service, (July, 1785,) Major C. presented his papers and vouchers for settlement to the Commissioner for settling the accounts of the quartermaster general's department.

2. That the loss of his papers and vouchers, while in possession of Colonel Hughes, his official superior, who had required and had a right to require them, was a difficulty interposed by the accounting officers against settling accounts clearly just, though they do not explain what the papers were which were lost, or why it was necessary for the purposes of justice to produce them.

3. That Major C. pressed the settlement at great expense, and in every way in his power, by personal attendance, by the production of his papers and vouchers unreservedly, by journeys to Philadelphia, and by pathetic and indignant appeals to Colonels Pickering, Hamilton, and others.

4. That the alleged causes of delay, the destruction of papers, the want of clerks, &c., have been shown, by the subsequent settlement, either fallacious, or, at all events, as the fault of the Government, and not of Major Campbell; and, indeed, can hardly be accounted for or explained at all,

but by the existence of some feeling among the subordinates of the Treasury Department unfriendly to him and to justice.

5. That, from Mr. Harrison's letter of January 1, 1793, enclosing John Crosby's statement of his accounts, it seems that certificates issued and paid by Major C., to the amount of \$813 02, were disallowed, (the vouchers being lost among Colonel Hughes's papers,) and that his accounts were so far settled as to bring him in debt \$2,841 03, while they would not, at all events *did* not, adjust and settle his accounts against the Government, for pay &c., which would have made him largely the creditor of the Government.

6. That the only objections set up, viz : as to the amount of Major C's *monthly* pay and the *period* of his service, were promptly settled in his favor by Colonel Pickering, at that time the head of the quartermaster's department; whose testimony and certificate on these points were most righteously recognised and adopted by the Treasury, in 1833.

7. That the importance and disinterestedness of his services, the integrity of his character, and his exalted patriotism, are proved by the most distinguished military and civil officers of the Revolution, and increase our surprise and regret that such a man should have gone to his grave with a heart oppressed and embittered by a sense of his country's injustice.

8. That almost the last act of his life was to empower his friend (William De Grove) to prosecute the claims withheld and denied.

On the 9th of June, 1791, Major C. writes Colonel Pickering, at Philadelphia, requesting a certificate of his character and conduct while in the army, and pledging himself that that certificate, whatever it might be, should accompany his accounts to the auditor.

Colonel P. writes Major C., August 8, 1792, that he has seen Mr. Simmons, who had informed him that some *of his best clerks had left the auditor's office*, which would *further* retard the settlement of the old accounts; that Colonel P. had mentioned Major C.'s intention of coming to Philadelphia, in a few weeks, but Mr. Simmons did not think it advisable; that Colonel P. did not see any chance of bringing the old accounts to a close within a reasonable time, unless some competent persons were appointed to attend to them and nothing else.

On the 29th August, 1792, Major C. writes to Colonel Pickering, complaining of the Government and of him for not paying the printed certificates, as they were called, &c., expressing the hope that, if the Government had taken leave of common justice and common honesty, that Colonel P. had not; comparing the conduct of the latter to that of the man who, marrying a second wife, forgets his children by the first.

On the 11th September, 1792, Major C. addressed himself to Colonel Hamilton, stating that he had, at considerable expense, attended the auditor's office in Philadelphia to effect a settlement of his accounts, *but in vain*; that in February, 1792, he again went to Philadelphia for the same purpose, and spent thirteen days there *in vain*; that on the 23d August following he made another journey, with *no better success*; that, after having spent ten years of the prime of his life (eight years of which in actual service) to secure the liberty of his country, the course complained of was depriving him of the hard-earned balance which was his due, and declares, if a settlement be longer denied, he shall deem it his indispensable duty to appeal to Congress.

Colonel Hamilton acknowledged the receipt of this letter, September 18, 1792, and encloses a letter from William Simmons, explanatory of the situ-

ation of Major C.'s claim, which Mr. S. states to be as follows (and the statements of which letter, so far as respects the *effect* of the loss of Colonel Hughes's papers, the confused state of Major C.'s papers, and the imputation of blame to him, Major C. replies, charging Mr. Simmons with hostility to him.)

That Major C. had acted in several capacities in the quartermaster's department, from the latter end of 1776 to the close of the war, and that he had the disbursement of large sums of the public money, &c. That in Mr. Denning's time Major C. had applied for a settlement of his accounts, but the objection then was that he had delivered his accounts from the commencement of his business to August, 1780, to Colonel Hughes, *his principal*, who refused to render his own accounts or those of his associate. That Major C. applied to Mr. Burrell (who succeeded Mr. Denning as commissioner in the quartermaster's department) for a settlement, but the same objection continued to exist, and the papers of Col. Hughes were afterwards destroyed by fire. *Major C. then lodged a claim, in order to save himself from being barred by the statute of limitations.* That in August, 1791, Major C. applied to Simmons for a settlement, and delivered to him a large chest of papers, which it was found would require time to state and arrange, &c.; that it had not been done; that, owing to the loss of Colonel Hughes's papers, it would be impossible to ascertain the amount advanced to him, and would prevent a final settlement until some special regulations should take place for the adjustment of accounts thus circumstanced, &c.

To the letter of Colonel Hamilton, enclosing the letter of Mr. Simmons, above mentioned, Major C. replied, November 2, 1792, complaining of Simmons, and explaining the situation of his accounts, &c., as above referred to.

Colonel P. informs Major C., November 8, 1792, that he had reason to hope that measures will be adopted for proceeding uninterruptedly in the examination of his old accounts, &c.

November 22, 1792, Colonel Pickering writes, that he is informed that a statement of Major C.'s accounts was nearly completed.

Major Campbell, December 3, 1792, acknowledges the receipt of the two last letters, but expresses a fear that the door of justice will continue to be closed against him.

On the first of January, 1793, Mr. Harrison, the auditor, writes Major C. that the examination of his accounts from August, 1780, to the close of the war, had been completed, and enclosed the statement of John Crosby, the clerk, &c.

By this statement, Major C. is chargeable with \$48,148 81, and is credited with \$45,307 78, *exclusive of pay*, leaving a balance against him, *exclusive of pay*, of \$2,841 03, the time and rate of pay remaining to be fixed. It is also asserted that vouchers were wanting to the following accounts, (enumerating fifteen,) amounting to \$813 21, for which Major C. had issued certificates, but which were not passed to his credit, and that the account cannot be considered as accurate, owing to the loss of Colonel Hughes's papers, &c.

Major C.'s answer is as follows:

NEW YORK, *January 5, 1793.*

SIR: I have received your favor of the 31st ultimo, and, so far as it relates to the moneys I stand charged with, and also what I have account-

ed for, I can say nothing, until I again see my books and papers. As to my pay, I expect Colonel Pickering will, by his certificates, inform you how long I was entitled thereto, and how much per month.

The vouchers said to be wanting are as yet doubtful with me. Mr. Bogert, my then clerk, issued most of the certificates in my absence. It will not be denied that he was an accurate clerk and a strictly honest man. I have no reason therefore to believe that any have been issued improperly.

As to inaccuracy of my accounts for want of Colonel Hughes's papers, I will thank you to point out any method that can remedy that misfortune; all that I can say on that subject is, that I most sincerely wish that Colonel Hughes, Colonel Hay, and Colonel Pickering, who were acquainted with my conduct, and who I expected to settle with, were to be my judges. Those gentlemen are all living; and, if a knowledge of truth is wished for, it can, and I hope will be obtained. It is well known to these gentlemen that I was a *potter*, and was not bred an accountant; and therefore inaccuracy in accounts ought not to be considered a crime, especially when corroborating circumstances can be adduced, not only by these gentlemen, but by my papers in your possession: it will appear that nothing improper or incorrect was intended. Thus I have complied with your expectations; that is, to hear from me.

I have now only to request that you will answer me the following questions: Will you settle my accounts, and pay the balance to the time Colonel Pickering shall say I am entitled, from 5th August, 1780? *Will you pay the interest on such balance as shall appear to be due on such settlement?* Will you settle the accounts of Teunis Bogert and George Denniston, who served as clerks to me, Jonathan Capron, who served as my storekeeper, and Joseph Cheeseman, who served as superintendent of masons under my direction, and that of the engineer of the garrison of West Point?

My reasons for asking these questions are, to avoid spending my time and money unnecessarily. Should you find yourself at liberty to answer me in the affirmative, I will, as soon as possible, attend at your office; and I beg leave to mention, without any intention to give offence, that *I ask no favor*. I only ask for justice, which, if denied me, I will not silently submit to. In hopes of hearing from you shortly, I am, with due respect, &c.

JOHN CAMPBELL.

RICHARD HARRISON, *Auditor for us*.

The following is Colonel Pickering's certificate alluded to in the foregoing letter, and before in this statement:

When Major Campbell engaged as an assistant under Colonel Hughes, his pay was stipulated at seventy-five dollars per month. The receipt being only *in expectation*, it was necessary to allow the highest sum to induce divers persons to serve in the department. Major Campbell was of that number. When the new arrangements, made October 23, 1782, abolished State deputies and their assistants, and reduced the pay of the deputies in general, it occasioned much dissatisfaction. Very different duties were assigned to different persons, but all under the name of *assistants*, and the same pay was appointed for all, to wit, *thirty dollars* a

month. Such assistants as were of the line of the army, having other motives and expectations, were less uneasy at the reduction of the pay, but Major Campbell's continuance was grounded upon what I conceived *well-founded hopes* of an alteration of the last plan. His character, and consequently his credit, stood so high as to enable him to render important services to the army in the State of New York, where he was well known; and I consider him entitled to much higher pay than some other assistants, whose duty was much circumscribed.

Upon the whole, I think that a continuance of Major Campbell's pay, as originally fixed, will not exceed the value of his services, seeing it is to be made up *at this late period*, and that no expenses are charged, nor any allowance for subsistence after the dissolution of the army.

TIMOTHY PICKERING.

PHILADELPHIA, *February 27, 1793.*

The foregoing is certified by Colonel Hughes to be a true copy of the original, examined and compared by him.

The receipt of the last-mentioned letter is acknowledged by Mr. Harrison, the 28th of January, 1793, at which time he says that, when Mr. Campbell's accounts shall be taken up for final adjustment in his office, he shall be disposed to settle them on such principles as may, upon full investigation, appear to be just and conformable to law; and that with regard to the other claims mentioned in Mr. C.'s letter, they were considered as distinct subjects of separate inquiry, resting on their respective merits.

This letter of Mr. Harrison is the last official letter from any of the officers of Government on the subject of this claim. It appears, however, that on the 10th day of February, 1798, but a few months previous to his death, he executed a letter of attorney, appointing William De Grove, of New York, to prosecute his claim against the Government. Nothing was done under it.

MARCH 13, 1838.

Mr. POTTER, from the Committee on Revolutionary Claims, to which was referred the petition of the heirs and legal representatives of Major John Campbell, deceased, as assistant deputy quartermaster general, during revolutionary war, reported:

That on the 10th day of June, 1833, the claims of the petitioners were adjusted and settled at the Treasury Department, in pursuance of an act passed by Congress for their relief, approved on the 2d March, 1833, on the same papers and vouchers presented in 1791, '2, and '3. The sum of \$6,695 21 was found to be due Major Campbell for services commencing December 25, 1776, and terminating July 25, 1785. No allowance of interest was made, as appears from the report of Richard Harrison, dated June 10, 1833, because the "rules of settlement at the Treasury Department do not permit the allowance of interest except in cases where it is specially provided for in cases of contract or expressly authorized by law." In June, 1833, the amount found due was paid by the Secretary of the

Treasury to Peter Cooper, the attorney in fact of the parties entitled to receive it, who made the following reservation in his receipt, viz : "reserving to the said heirs and representatives the right to petition Congress for the payment of the interest on the said moneys, since the same were due and payable to the said John Campbell." The account was almost exclusively composed of items of pay, subsistence, and travelling expenses—the allowance for pay, in conformity with the opinion of Colonel Pickering, was at the highest rate throughout the whole time of service, and no complaint exists as to the principles on which the settlement was made, save the refusal, under the rule quoted, to allow interest on the balance due. The act of March 2, 1833, authorized and required "the accounting officers to audit and adjust, upon principles of equity and justice, the claims and accounts of the heirs and representatives of John Campbell," and further provided, "that the amount due, when ascertained, be paid," &c. It did not *expressly* authorize the allowance of interest; yet a just construction of the broad and comprehensive expressions used would seem to have warranted the allowance. When a debt for services faithfully rendered has been long due and withheld, against the most energetic efforts of the claimant to obtain a settlement and liquidation, "the principles of equity and justice" require the allowance of interest on the balance due. Here the services were performed previous to the month of July, 1785, and the debt justly due at that period. The certificates of Generals Knox, Heath, McDougal, and many other distinguished military officers, who served with and knew John Campbell, bear strong evidence of his high meritorious character and faithful services, at and during the whole period he was employed in the quartermaster general's department. Governor George Clinton, Chief Justice Jay, Colonels Pickering and Hamilton, certify to the unblemished integrity and devoted patriotism of Major Campbell, as well as to the ability and fidelity with which every trust confided to him was performed. No doubt exists as to the performance of faithful services by the ancestor of the present claimants, or of the right he had to a just remuneration at the *close of the war*. Did the non-reception of this just claim arise from the negligence or default of the claimant, or was justice withheld or delayed by the negligence of the Government in the settlement of the claim?

The letter of William Simmons, a clerk in the Treasury Department, dated September 17, 1792, shows that, immediately after the close of the revolutionary war, John Campbell applied for a settlement of his accounts. Mr. Simmons states, "in Mr. Denning's time, I recollect Mr. Campbell applying to him for a settlement of his accounts." The objection that exists to a final settlement was, that "Mr. Campbell had delivered his accounts from the commencement of his business to August, 1780, to Col. Hughes, who refused to render his own accounts or those of his assistants." A Mr. Burrall succeeded Mr. Denning in the office of commissioner for the quartermaster's department; and again Simmons states: "I recollect Mr. Campbell applying to him also for a settlement of his accounts; but the objection before assigned still existed." Ultimately the accounts of Colonel Hughes, together with those of Mr. Campbell, from 1776 up to August, 1780, were destroyed by fire. As the charges for money advanced by Colonel Hughes, to his assistant, Campbell, could not, in the opinion of the accounting officers, be ascertained with accuracy, *from the default of Hughes*, a final settlement could not be made with Major Campbell. To prevent the stat-

ute of limitations, Mr. Simmons further states: "He (Major Campbell) did not render them, (his accounts,) but lodged a claim, to save himself from being barred by the limitation." The accounts of Campbell were rightfully in the possession of his superior officer, Colonel Hughes, who was entitled to them and the vouchers, to enable him to render his account and settle with the accounting officers. No blame, therefore, attaches to Maj. Campbell for the difficulty that arose from the misconduct of his superior in withholding his accounts, or in their final destruction by fire, which precluded any settlement of the accounts from 1776 to 1780. In 1791, another application was made by Campbell for a settlement, and his papers, vouchers, and accounts, were handed over to Mr. Simmons's chief clerk in the auditor's office, for adjustment. The documentary evidence, from that period down to 1798, discloses the most urgent solicitations and earnest appeals to the department for the adjustment and settlement of his accounts, by Major Campbell. In June, 1791, he writes Colonel Pickering, at Philadelphia, requesting a "certificate to accompany his accounts to the auditor." On the 8th August, 1792, Colonel Pickering writes Maj. Campbell that he had seen Mr. Simmons, who had informed him that *some of his best clerks had left the auditor's office, which would further retard the settlement of his accounts.* August 29, 1792, Major Campbell again addresses Colonel Pickering, complaining of the Government for withholding the settlement of his claims, and expressing the hope that, "if the Government had taken leave of common justice and common honesty, Colonel Pickering had not." On the 11th September, 1792, Major Campbell addressed himself to Colonel Hamilton, stating that, "in August, 1791, he had attended the auditor's office at considerable expense, to effect a settlement, but in vain;" that, in "1792, he had again went to Philadelphia for the same purpose, but with no better success." January 5, 1793, he addressed Richard Harrison, auditor, and emphatically asks: "Will you settle my accounts, and pay the balance to the time Colonel Pickering shall say I am entitled, *from the 5th August, 1780? Will you pay the interest on such balance as shall appear to be due on such settlement?*" Almost the last act of Major Campbell's life was the prosecution of the claims, by giving letters of attorney, on the 10th February, 1793, to his friend, William De Grove, authorizing him "to recover this claim from the United States." In 1799, the will of Major Campbell is offered for probate, and letters testamentary issued to Thomas C. Kirk, one of the executors in said will named.

The evidence clearly establishes the most unwearied efforts and perseverance on the part of this highly meritorious public officer, to obtain from the Government money justly due him, without success. He had spent eight years, the prime of his life, in actual service, to secure the rights and liberty of his country, and the residue in unavailing efforts to procure the hard-earned pittance justly due him from that country; and ultimately sunk into the grave with the latter years of his life embittered, under the pressure of pecuniary embarrassment, by the withholding of the proper remuneration due him from the Government. If "*the principles of justice and equity*" ever required the allowance of interest, this case presents the strongest and most cogent claims to that allowance. The committee, therefore, report a bill for the relief of the petitioners.

MARCH 13, 1838.

Read twice, and committed to a Committee of the Whole House.

Mr. POTTER, from the Committee on Revolutionary Claims, reported the following bill :

A BILL in addition to an act for the relief of the heirs and representatives of John Campbell, late of the city of New York, deceased.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the proper accounting officers of the Treasury Department be, and they are hereby, authorized and required to review the settlement of the accounts of John Campbell, late of the city of New York, deceased, an assistant deputy quartermaster general in the service of the United States during the revolutionary war, which settlement was made under the authority of the act to which this is an addition, approved the 2d day of March, 1833, and to allow to the said heirs and representatives such interest on the sum found due by the accounting officers of the Treasury, as would have been due and payable if the said accounts had been settled on the 1st day of August, 1785, and if a certificate had been issued for the said sum of six thousand six hundred and ninety-five dollars and twenty-one cents, the amount so found due, and the same had been by him subscribed to the funded debt of the United States, under the act of the 4th of August, 1790; and that the amount of interest which shall be so found due to them be paid out of any money in the Treasury not otherwise appropriated.

Synopsis of the acts of Congress relative to revolutionary claims.

By document No. 42 (25th Congress 2d session) of the House of Representatives, a synopsis and compend of the legislation of Congress on revolutionary claims, showing the cases in which *interest* has been allowed and in which it has not been allowed, compiled from the laws of the United States and the records of the Treasury, and in compiling which the laws were examined *page by page* from the first act of Congress, in March, 1780, to the close of the *first session* of the 24th Congress, and every act bearing on the subject was, or was intended to be, referred to, was presented to the House, and is now to be found on its Journals.

By this document, it appears that, by the laws and resolutions of the old Congress, *interest* was allowed on *all claims*, and to *all creditors* of the United States, from the *time* the payment *became due*. There are a great number of resolutions of Congress to this effect. Reference, however, is particularly made to that of the 3d of June, 1784. (See Journal of old Congress, vol. 4, p. 443.)

The resolution of Congress of 23d March, 1783, provides that the officers shall be entitled to receive, at the end of the war, their five years' full pay, in lieu of half pay for life, in money, or *in securities, on interest*, as Congress should find most convenient.

Congress, in all cases, preferred issuing certificates *on interest*.

By the funding act, of 4th August, 1790, (Laws United States, 2, p. 123,) *interest* was allowed on *all* certificates which might be subscribed, and the *interest* became a part of the *principal*, and thenceforward bore an *interest* of 3 per cent.

By act of March 23, 1792, (Laws United States, 2, p. 359,) the statutes of limitation were removed for two years from certain revolutionary claims; on all claims settled at the Treasury, under this removal, *interest* was allowed, although the law is silent about interest. (See letter from the Register of the Treasury to Mr. Marshall.)

By act of 27th March, 1792, (Laws, 2, p. 261,) the statutes of limitation were removed for two years from all claims for *personal service*; and all claims under this law were settled and paid at the Treasury, *with interest*.

By an act of March 26, 1790, (Laws, 2, p. 84,) *interest* is directed to be paid on certain loans made by the Secretary of the Treasury.

By act of August 11, 1790, certificates of registered debt which bore *interest* were directed to be issued for *arrears of invalid pensioners*.

By act of March 3, 1804, certain pensioners of South Carolina were transferred to the United States, and *certificates of registered debt, bearing interest*, were directed to be issued for *arrears of pension* due them under the act.

By act of 12th February, 1793, (Laws, 2, p. 330,) certain claims are barred, if not presented by May 1, 1794; and those which should be presented, and were deemed valid, are to be settled as under former laws, *all* of which provide for the allowance of *interest*.

By act of May 31, 1794, (Laws, 2, p. 411,) *interest* is allowed on balances found due to individual States.

By act of April 13, 1818, the statutes of limitation, barring the payment of loan office and other certificates of revolutionary debt, were suspended; and, by subsequent acts, they have been suspended until the close of the present session. These certificates, when produced at the Treasury, are directed to be paid with *six per cent. interest* thereon.

By act of the 5th July, 1832, the half pay promised by Virginia to her revolutionary officers, assumed by the United States at the cession of the Northwest Territory, was directed to be paid those officers, &c., *with interest upon each year's half pay*, from the time the same became due. (Laws, 8, p. 654.)

The claims of 122 individuals have been provided for by 119 special acts of Congress, upon which *interest* has been allowed, either by providing for the settlement of their claims, according to former acts, by the issue of certificates of registered debt, all of which bore interest, or by specially directing the payment of interest. Of this number, 13 were passed specially for the allowance of interest, after the principal had been paid under former acts; and in two of the cases (Brownlee and Wilson) Congress added interest to bills which were reported without interest.

That, in 27 cases, acts have been passed for the payment of revolutionary claims to individuals, in which acts nothing is said about interest, but, from the peculiar phraseology of several of the acts, it is believed that interest was allowed.

It is remarkable that among the acts here enumerated is the act for the relief of the heirs of John Campbell, passed the 2d March, 1833, (Laws, 8, p. 845,) under which the Treasury refused the allowance of in-

terest, and the payment of which is now provided for by the bill (No. 651) before the House.

Under the acts of March 23, 1792, March 27, 1792, and February 12, 1793, suspending the statutes of limitation as to claims of widows and orphans and claims for personal services of officers, &c., there was settled and *paid* at the Treasury, *with interest*, as per letter of the Register of the Treasury, claims to the number of 1,516.

That, under the act of April 13, 1818, and the acts supplementary thereto, (and now in force,) suspending the statutes of limitations as to loan office and other certificates, there have been admitted and paid at the Treasury, *with interest*, claims to the number of 116.

At the first session of the 24th Congress, nineteen cases passed the House with interest. These bills were not acted upon in the Senate until the last two days of the session, when, *pro forma*, the *interest* was stricken out without prejudice to the rights of the parties, each to be adjusted thereafter, either according to the merits of particular cases, or by a *general rule*, if any should be adopted.

At the second session of the 23d Congress, the Senate decided that cases that *had been presented in proper time*, (the case of John Campbell is one of that class,) and had not *then* been allowed, *ought to be entitled to interest*; and on this principle passed two bills, which were sent to the House, but which were not reached that session. At the next session, the same two bills were again passed by the Senate, (Douglass and Bond,) sent to the House, but were not finally acted on.

On the same principle, at the second session of the 23d Congress, the Senate reported a bill *for interest* on the claim of James Bell, which was not then acted on, but was renewed at the second session of the 24th Congress, passed, but was not finally acted on in the House.

At the last session of the 24th Congress, eight cases were passed upon without interest, the allowance of interest to await the decision then pending before the House.

It will thus be seen that 1,754 cases have been allowed *with interest*, and 54 without interest, being upwards of *thirty-two* cases allowed with interest to one case without interest.

BRIEF.

From the lucid report of the honorable Mr. Potter, and the condensed abstract of the evidence hereto appended, all the facts will appear which are material to the support of this claim. John Campbell entered the army of the Revolution in 1775, and, being soon after appointed assistant deputy quartermaster general, continued as such till 1785. The sphere of his duties, (the city and State of New York,) and his high character and efficiency as an officer, rendered his services arduous and important during the whole period; and his accounts with the Government were large and complicated, and the balance due him at the close of his services was considerable, consisting of items of pay, advances, &c. Immediately after the close of his service, he presented his accounts to the proper board of commissioners appointed to settle them; and, after the organization of the Government, to the accounting officers of the Treasury. His exertions to effect

a settlement were unremitted, and made at great expense, up to 1793, when he was compelled to desist, by age, broken health, and want of means to prosecute it further. This, however, was done by his heirs after his death, in 1798, up to the session of Congress of 1832-'33, when an act was passed referring the claims and accounts to the accounting officers of the Treasury, and directing them to be settled "ON PRINCIPLES OF EQUITY AND JUSTICE." The balance found due was \$6,695 21, but exclusive of interest, which they disallowed. It was paid to the heirs, they expressly reserving their claim for interest in the receipt given for that amount.

It is proper here to remark that there never was, nor could have been, any doubt that a considerable balance was justly due to Major Campbell; and that his accounts, FROM THE TIME THEY WERE FIRST RENDERED, have been filed in the proper office, and pending.

The petitioners claim that they are legally and justly ENTITLED to the interest.

By the laws and resolutions of the old Congress, referred to in the subjoined synopsis, interest was expressly given on ALL CLAIMS and to ALL CREDITORS of the United States, from the TIME the payment became due.

By the funding act of 1790, (Ing. Dig. p. 573,) certificates issued by the commissioners for the adjustment of the accounts of the QUARTERMASTER and other departments were funded at six per cent. (See v. p. 574.) The INTEREST on all certificates subscribed became part of the PRINCIPAL, and thenceforward bore an interest of three per cent.

In these and numerous other acts of Congress, the Government PROMISED interest to its revolutionary creditors, and its refusal would involve a violation of the national faith.

Had Major Campbell procured the liquidation of his accounts when presented, and of course his "certificate," it would have drawn interest on the principles of the resolutions of the old Congress and of the funding act. But he was unable to procure it; and how can the inability of the public creditor to compel a settlement from the Government absolve it from the payment of the interest it had PLEDGED TO HIM, when the debt is ascertained? For many years Major Campbell was constantly pressing the settlement; and wherever the fault was, it was not HIS, that the claim was not THEN adjusted, as it finally was adjusted in 1833, upon the same evidence originally offered—evidence which has been pending in the proper department ever since.

The Government retained the money due Major Campbell—had the use of it while he was living in embarrassment and dying in destitution for the want of it.

To refuse interest in this case would be to deny to ONE revolutionary creditor what the funding act and the whole previous legislation of Congress expressly gives to ALL.

But if it could be supposed that the Government were DISPOSED to disallow a claim thus resting on its own express promise on any technical grounds—such as delay of settlement, failure to fund it, &c.—such objections must encounter another and decisive provision of the funding act of 1790. By sec. 9., (Ing. Dig. 575,) it is provided that "Nothing in this act contained is to be construed IN ANY WISE to alter, abridge, or impair the rights of those creditors of the United States who do not subscribe to the said loan, or the contracts upon which their respective claims are founded."

This saving clause protects the rights, not only of those who had accomplished the settlement of their claims and obtained their certificates, but of all "creditors." Their rights were not in ANY WISE to be altered, impaired, or abridged, by the fact that they did not "subscribe," from whatever cause it proceeded, whether choice or inability. The Congress of 1790 well knew the difficulties which the accidents of war and the lapse of time occasionally interposed to the establishment of claims that were just and meritorious; and this provision was doubtless intended to meet them.

If, therefore, this "creditor," Major Campbell, would have been entitled to interest in case he had "subscribed" his debt under the provisions of the funding act, his right to it has not been "ALTERED, IMPAIRED, OR ABRIDGED," from the fact that he "did not so subscribe" it.

But, again, the petitioners respectfully insist that the act of 1833 entitled them to interest, and the decision of the accounting officers, refusing its allowance, was erroneous.

That act referred the claim of Major Campbell to the accounting officers, and directed them to settle it "on principles of equity and justice." Without entering into the facts at length, it is sufficient for the present purpose to remark, that the rate of compensation due Major Campbell was one of the principal difficulties; and in this respect, as well as some others, the restricted rules adopted by the Treasury Department denied to Major Campbell what "equity and justice" would have given him. The act released the accounting officers from the restraint, and, in reference to the claim, to the evidence adduced to support it, and to the whole subject, authorized and directed them to apply another and more liberal rule of adjudication and settlement. The allowance of \$6,695 21, under the act, is a distinct recognition, by the Government, that that sum, as PRINCIPAL, was the balance due on a "quartermaster's account" more than half a century ago. Not only the common principles of law, but the SOLEMN PROMISE of the Government, gives the same right to the interest as to the principal of the debt. BOTH are equally pledged and secured to the revolutionary creditors of the Government by the fundamental legislation of Congress in reference to them, as has been already shown; and the special acts, down to the present time, have recognised the same principle in almost every case, as appears by the synopsis of those acts. How, then, can it be consistent with the "principles of equity and justice" to allow one portion of the debt, and disallow another portion just as equitably and justly due?

In the absence of any PREVIOUS legislative provision for interest, in relation to claims circumstanced like Major Campbell's, it seems that "the principles of equity and justice" would have authorized the accounting officers to allow it, as it is allowed by the courts of law in ordinary cases. But the moment they found a balance due on a "quartermaster's account," the provisions of the funding act and the resolutions of the old Congress applied; interest attached as a matter of strict right, and its allowance became imperative.

If the restricted rule adopted by the accounting officers was grounded on the omission, in the act of 1833, of the word INTEREST, or of a specific term identical in meaning, the answer is, the GENERAL term includes the SPECIFIC—*Majus in se, continet minus*. Congress clearly intended to do entire, not partial justice, and, by the comprehensive language of the act, conferred full authority on the accounting officers to allow the claimant every cent that was justly and equitably due him. The reason, however,

why such phraseology was omitted in that act, and inserted generally in others, is very clear. In a vast majority of the special acts for the relief of revolutionary claimants, the mere question was, whether the claimant had served, in a given capacity, a given period; and that question being settled affirmatively, the acts provided that the accounting officers should adjust the claim "as though the certificates had issued," leaving them nothing to do but the mere computation of the amount of principal and interest. But, in the case of Major Campbell, questions about the rate of pay, the time of service, the allowance and disallowance of charges for advances and disbursement, the sufficiency of evidence, &c., were involved, and all referred to the accounting officers. They were directed to settle the whole matter "on principles of equity and justice"—terms natural to be used in such a case, and embracing the peculiar duties imposed by the act on the accounting officers. It is proper here to observe that the acts in favor of Isaac Ledyard (Rep. H. R. No. 52) and Colonel Ely, (Rep. No. 66, H. R.,) reported by the same committee, and passed at the same session, (1833,) by the words "as though certificates had issued," expressly allowed interest. They were surgeon's accounts—this, a quartermaster's—and in principle and character were identical. It is impossible that Congress should have made, or intended to make, any discrimination between them, in reference to interest. By document No. 42, (25th Congress, 2d session,) moreover, the act for the relief of the heirs of John Campbell, passed in 1833, is reported to the House of Representatives as one in which, "from the peculiar phraseology of the act," interest was allowed!

By the terms of the act, then, the claimants are entitled to interest, unless the denial of what was theirs by law can be reconciled with the injunction of the act to award it, expressed in the most comprehensive terms the language supplies. And when its disallowance by the accounting officers is manifestly opposed to the act under which they made it, to the law and to the practice of the Government, the petitioners feel a firm confidence that Congress will interpose, and correct the wrong done them by the mistake of its agents.

It may still be material to inquire whether the right to interest in this case has been taken away or affected by any thing which has occurred since the claims were presented, or by any just principle.

The limitation acts, passed from time to time, barring revolutionary claims, have all been repealed.

A constructive limitation has sometimes been inferred from lapse of time. If such a principle were maintainable, it could have no application here. From the letter of Mr. Simmons, dated September 17, 1792, it appears that, in consequence of difficulties and delays interposed in settling his accounts, Major Campbell lodged a claim, in order to save himself from being barred by the limitation, which was received and regarded as having that effect at the Treasury; and his accounts and claim have been pending in the proper department ever since. His efforts were unceasing during his life to effect the settlement, and his heirs have prosecuted it since; indeed, it is quite apparent the delay was the fault of the officers. It is a settled principle of law, that, so long as the suit is pending, the party loses no right and incurs no forfeiture from lapse of time. Such is the condition of the petitioners: if originally entitled to interest, it has not been forfeited, but stands on the same ground as in 1790.

In addition to the strict right, the strongest equity exists in favor of this claim of Major Campbell. Numerous testimonials, from the most distinguished military and civil officers of the Revolution, bear witness to his sterling integrity and patriotism; and the value of his services may be inferred from the correspondence between Major Campbell and Colonel Pickering, in 1779. He writes his official superior that his sacrifices hitherto and his rising family compel him to resign; and Colonel Pickering replies, that his high character and personal responsibility enabled him to obtain credit and supplies for our suffering army when the Government was unable to command it, and entreats him to remain; and he did remain in service. He was emphatically one of those men who rendered more important services than many far more conspicuous. Tradition yet remembers him as one of the fathers of New York—for many years one of its aldermen; and yet, after spending ten years in the service of his country, and exhausting his private fortune in the cause, after pressing his claims for settlement till health and means failed to press them further, he died without realizing a cent from them; and thirty-five years after his death, upon the same evidence and vouchers left in the Treasury, a balance is found in his favor of \$6,695, but interest is denied, and denied in that case alone, and granted in others identical in principle at the same session. Whatever disinclination there may be to allow interest in ordinary cases, it is guaranteed to the men of the Revolution by the express promise of the Government. The petitioners trust that this claim—one of the few remaining of that class—will not be selected, at this late day, for the application of a new principle, and the denial of a right heretofore almost uniformly conceded.

No. 6.

Affidavits presented in the report of January 6, 1842.

Peter Cooper, late assistant alderman and alderman of the sixteenth ward of the city of New York, being sworn, deposes and says: That he is a grandson of Major John Campbell, late assistant quartermaster general in the army of the Revolution, his mother, now deceased, having been one of the daughters of Major Campbell; that, before and since the death, in the spring of 1798, of Major Campbell, his claim against the Government was the subject of frequent conversations among the members of his family, their connexions and friends; and that some time after the death of Major Campbell, when the papers relating to it came into deponent's possession, measures were taken by him to obtain its allowance and payment; that for twelve years past he has, by himself or by agent, been actively engaged in the prosecution of this claim, attending at Washington before the committees, or at the Departments when necessary, in behalf of the heirs; that, from a thorough inspection of the papers, accounts, and vouchers of Major Campbell, (which are more particularly specified in the printed abstract of the evidence in support of this claim, and hereto attached, and which he asks to be made a part of this affidavit,) which accompanied the first memorial of the heirs to Congress on this subject, from the information in relation to it derived from his father and mother, and from other members of Major Campbell's family, as well as from an acquaintance and conversation with members of the various committees to whom, from time to time, this claim has been submitted, he this (de-

ponent) is well acquainted with the merits of this claim and with the evidence in its support; that, during the whole time he has been thus actively engaged and connected with this claim, (expensive as it has been to him in time and money,) he has never known, until the present session of Congress, the justice or equity of this claim to be called into question by any of the committees to whom it has been referred, or by the accounting officers of the Treasury, when subjected to their examination; that when the heirs obtained the act for their relief, March 2, 1833, directing the settlement and payment of this claim upon principles of justice and equity, he attended, with his uncle, Thomas Kirk, one of the executors of the will of Major Campbell, at the Auditor's office, in Washington, for the purpose of receiving the allowance to which that act entitled the claimants; that he had frequent interviews with Mr. Harrison, the Auditor, and that several days elapsed after the papers were submitted to him before he arrived at the balance, which he directed to be paid, disallowing interest; that he (deponent) was dissatisfied with the sum thus awarded, (after, as he believes, a most thorough examination and scrutiny of this claim by Mr. Harrison,) and was unwilling to receive the money without reserving to the heirs their claim to interest—and for the sum then paid, \$6,695 21, he executed, with the consent of Mr. Harrison and of the Comptroller, Mr. Anderson, (certainly of the latter,) a receipt, reserving the claim to interest; that, on that occasion, Mr. Anderson expressed great regret that the terms of the act did not, in his opinion, permit him to pay interest on the balance found due—that, in his opinion, interest was justly due, and, if paid, would not *then* compensate the services rendered by Major Campbell, with whom, or with whose character and services as well as with this claim, Mr. Anderson appeared to be well acquainted. That soon after deponent presented to Congress a memorial, asking the allowance of this interest, as well as the final settlement and payment of this claim, and that Mr. Potter, Mr. Ely, and he thinks other members of the Committee on Revolutionary Claims in the House of Representatives, have (as did Mr. Muhlenberg, of the same committee, in January, 1832) presented reports from that committee, at successive sessions of Congress, in favor of this claim; and the bills accompanying these reports have, from the pressure of business, &c., been postponed and remained undecided, but never, until Mr. Hall's report of the present session, has there been an unfavorable report upon this claim; that deponent feels authorized to say, from all the sources of information hereinbefore alluded to, that no settlement of Major Campbell's account, in whole or in part, was ever made by Major Campbell previous to his death, in 1798, with the Government, or that any certificate of registered debt has ever been received, if issued, by Major Campbell, or by any one in his behalf, on account of his claim, or in part payment or in satisfaction of his claim; that he is sustained in this opinion by the uniform action of Congress, of its committees, and of the accounting officers of the Treasury, whenever, until the present session, this claim has been brought under their consideration. It is sustained also by the high character of John Campbell for truth, integrity, and honor—a character which all who knew him, in public or private life, unite in awarding him, and one which he would justly and forever forfeit, if, after having received a certificate of registered debt in March, 1793, “for the balance found due him” from the Government, he could, in February, 1798, just before his death, and most probably in

anticipation of that event, constitute his friend, William De Grove, his special attorney to prosecute and recover this very claim, thus paid him by the Government. That he is sustained also by the fact that he had always understood, by his mother and family, that the amount claimed by Major Campbell was about thirteen thousand dollars, not a farthing of which had ever been paid him before his death; the retention of which had nearly ruined him, and, from the delays and vexations attending his fruitless efforts to obtain a settlement with the Government, had shortened his life. Deponent further states that, in another point of view, it must be apparent that the certificate of registered debt, mentioned in Mr. Hall's report, if issued and received by Major Campbell, must have been issued and received for some other purpose than in payment of the balance claimed by him on a settlement of his account with the Government. Mr. Harrison, the Auditor, when John Crosby stated Major Campbell's account, in December, 1792, was still the Auditor who examined and allowed this claim under the act of 1833, and who directed the payment to the heirs of the sum they then received. Mr. Hall's report asserts that the account as stated by Crosby was the basis of that allowance and settlement. How, then, could the committee, who adopted Mr. Hall's report, "have ascertained that the account of Major Campbell was actually settled in 1793, as the letter from Mr. Harrison to Major Campbell, in January of that year, might lead one to suppose it would be," when the *same* Mr. Harrison in 1833 knew nothing about such settlement, but actually paid the heirs \$6,695 21 as the balance *then* actually due Major Campbell, and that, too, after he (Mr. Harrison) was required by an act of Congress, as the proper accounting officer of the Treasury, to re-examine this long pending claim in detail, with its vouchers, and to determine what the principles of justice and equity required him to allow under that act? Is it credible that, if this claim had in 1793 been settled and paid, this same Mr. Harrison (so long officially familiar with it) would not have known or discovered the fact in 1833, when his attention to it was specially directed by Congress itself? Deponent further says, that in no possible view which he can take, or, as he believes, which can be taken of this claim, can \$1,103 65, the amount of the certificate of registered debt, be considered or ascertained as the balance, in 1793, due upon it. Mr. Hall's report says that Crosby's statement of December, 1792, was the basis of the allowance in 1833, adding to it the \$813 21 he (Crosby) rejected, and fixing the whole period of service (in conformity with the opinion of Col. Pickering) at \$75 per month, although Major Campbell was part of the time forage master. Take, then, from the amount

paid to the heirs, in June, 1833	-	-	\$6,695 21
The difference between \$75 and the pay of a forage master, say \$60, being \$15 per month, for four years, although it is believed that Major Campbell was not one year forage master only, it would amount to	-	\$720 00	
Add to this the item rejected by Crosby	-	813 21	
			<hr/> 1,533 21

And there must have been due John Campbell, on the 6th of March, 1793, the date of the certificate, or at any time since, up to June, 1833, when this claim was adjusted under the act, at the Treasury, at least, without interest

5,162 00

Deponent further says that, from his personal knowledge of the character of Major Campbell, he does not, and cannot for one moment, believe that, at the most trying period of his life, when want even might have stared him in the face, he would have accepted \$1,103 65 as the balance of his accounts, but would indignantly have returned it to the office from whence it issued, if tendered to him in satisfaction of his claim. Deponent thinks it possible, from his knowledge of Major Campbell's papers, that such a certificate may possibly have issued to him in satisfaction of the claims of others placed in his hands, (for he now finds among those papers powers of attorney from a Mr. Denniston, Cheeseman, and Field,) but none to justify the opinion that any certificate of such debt ever issued to him, on his own account, in part payment or in settlement of his own claim. Deponent further says, that acting under the belief that, from the repeated action of Congress on this claim, and the partial adjustment of it under the act of 1833, the evidence and vouchers in its support had already become *matters of record* at various offices in Washington, he did not suppose it necessary to be himself there at the present session of Congress, to protect the interests of the claimants, taking it for granted, as a matter of course, that the report of the committee would be, as it always has been, a favorable one; that, in justice to himself, he would repeat, that, from all the knowledge of this claim which his connexion with it has enabled him to obtain, he never had heard, or had reason to believe or suspect, until the report of the present session, that a certificate of registered debt had issued on account of this claim to Major Campbell, or that any certificate of such debt had ever issued to him, *on any* account, previous to his death; that a proper sense of self-respect would at all times have forbidden and prevented deponent from *even presenting* a claim to the consideration of Congress, which the records of the Government would at any moment show had already been settled and paid. But having, as he still thinks, every reason to believe that this claim is a just and righteous one, his confidence remains unshaken that it will continue to be sustained, as it has been, by the approval and sanction of the Congress of the United States.

PETER COOPER.

Sworn to this 26th day of January, 1842.

STANLEY SHERWOOD,

Com. of Deeds for the City and County of N. York.

Sarah Kirk, of the city of Brooklyn, wife of Thomas Kirk, and the only surviving child of John Campbell, late an assistant deputy quartermaster general in the American army during the revolutionary war, being sworn, says: That on the return of her father from the army, in the year 1785, to his family, in the city of New York, her father resided there until his death, (at the house of her husband,) in the spring of 1798; that deponent was informed, at the return of her father, and when he left the army, as well as before, that his accounts as quartermaster were unsettled; that deponent was knowing to the efforts made by her father, from time to time, almost up to the year of his death, to obtain a settlement with the Government, which, as deponent then understood and still believes, were unsuccessful; that this claim, and the efforts to settle it, were subjects of frequent conversation and of great interest to the family; that deponent recollects of hearing, soon after her father left the army, that a block of land, bounded by Broadway and Reed street, in the city of New York, and which her

father held, before the war, for a term of years, had been offered him on his payment of all the back rent; that he was desirous to make the purchase, but his ability to do so depended upon the settlement of his accounts, and that said purchase was never made; that deponent knows or has reason to believe that, from this and many other corroborative circumstances, from the uniform declarations at all times of her father, from his pecuniary situation, from his complaints of the Government, and of the course taken by some of its officers in regard to his accounts and their settlement, up to the time of his death, no settlement of his accounts was ever made; and, from the interest taken in this matter by all his family, deponent must have known, if any certificate of registered debt had been received by her father on account of this claim, in full or part payment of it; that, from the unreserved confidence with which her father always treated his family on all subjects, and especially with reference to his claim against the Government, deponent believes it utterly impossible that any payment, however inconsiderable, could have been made upon it without her knowledge, and without the knowledge of other members of the family; that she had never heard, supposed, or suspected, until she saw Mr. Hall's report, that any payment was ever made, or claimed to have been made, before or since the death of her father, on account of his claim, except that which was made in June, 1833; and further says not.

SARAH KIRK.

Sworn to this 26th day of January, 1842, before me.

STANLEY SHERWOOD,

Com. of Deeds for the City and County of New York.

Thomas Kirk, of the city of Brooklyn, son-in-law of Maj. John Campbell, late an assistant deputy quartermaster general in the army of the Revolution, (having, in the year 1790, married Sarah, now the only surviving child of the said John Campbell,) and one of the executors of the last will and testament of the said Campbell, and who is personally referred to in the foregoing affidavit of Alderman Cooper, being duly sworn, says: That he has carefully read the foregoing affidavits of Alderman Cooper and of his said wife, in relation to the claim of Maj. Campbell against the Government of the United States, and from his personal acquaintance with the claimant while living, and his intimate knowledge of Maj. Campbell's affairs, derived from the most unreserved and confidential intercourse with him while living, and as one of his executors since his death, that both of the said affidavits, hereto attached, of Peter Cooper and of Sarah, wife of this deponent, are true, according to deponent's best knowledge, information, and belief.

THOMAS KIRK.

Sworn to this 26th day of January, 1842, before me.

STANLEY SHERWOOD,

Com. of Deeds for the City and County of New York.

James L. Sawyer, of the city of New York, being sworn, says: That he has been employed, by alderman Peter Cooper, to advise and aid, and for several years has advised and aided, in the prosecution of the claim of the

heirs of John Campbell against the United States; that in the months of January and February, 1830, he was at Washington, as was also said Cooper, where deponent first became acquainted with this claim; that he then, with said Cooper, made a careful examination of all the original papers, accounts, and correspondence relating to it, and at that time made an abstract of those papers, &c., which was in substance the same as the printed "abstract of the evidence" attached hereto; that from that time to this, or until he saw the report of the 6th January, 1842, of the Committee on Revolutionary Claims, made to the House of Representatives at the present session of Congress, he had never heard, or had reason to suspect, that any certificate of registered debt had ever issued to Major Campbell in his lifetime on account of this claim, or *on any account*; nothing appeared from his papers, books, accounts, or correspondence, (and he, deponent, has repeatedly seen all the papers, &c.,) which have been in the hands of Alderman Cooper, to warrant such a belief, or even to render it possible, from those papers, that any such certificate had or could have issued in satisfaction or in part payment of this claim. Deponent always understood from Mrs. Cooper, in her lifetime, and Mrs. Kirk, (now the only surviving child of Major Campbell,) and from their families, that, at the time of Major Campbell's death, his claim against the Government was unsettled and unpaid, as the various committees of Congress and as the accounting officers of the Treasury have, until the present session, invariably decided, whenever this claim, with its vouchers, has been submitted to them. That the character and the testimonials of the character of Major Campbell forbid the belief that this account and claim of his could have been settled in March, 1793; that by no rule of computation applicable to this claim, known to deponent, could \$1,103 45 (the amount of the certificate of registered debt, issued, as the report of the present session, says, in payment and satisfaction of this claim) be found to be the balance due upon it to March, 1793; that deponent believes, therefore, that this certificate, if really issued in the name of the original claimant in this case, must have issued to him for some other purpose, and *not* in payment or satisfaction of this claim.

JAMES L. SAWYER.

Sworn to this 26th day of January, 1842, before me.

STANLEY SHERWOOD.

Com. of Deeds for the City and County of New York.

Gamaliel B. Sawyer, of the city of New York, being sworn, deposes and says: That, in the winter of 1838, he came to Washington for the heirs of Major John Campbell, to attend to their claim, then pending before the Committee on Revolutionary Claims. It was placed in charge of the Hon. Mr. Potter, of Pennsylvania, then recently appointed a member of that committee. He made a call for the original papers, on which the allowance of 1833 was made; and, by the permission of the Hon. Secretary of the Treasury, those papers were sent to him at his room. Although I considered that the allowance of 1833 was *res adjudicata*, being made by the accounting officers of the Treasury under the requisition of an act of Congress, in which opinion Mr. Potter seemed to concur, he made the call for the papers at my suggestion, with a view to their bearing on the *equity* pleaded, in addition to the legal right claimed of allowing interest. They consisted of a large mass or bundle of papers, comprising vouchers for disbursements,

accounts, letters, testimonials, and were thoroughly and carefully examined by Mr. Potter, at his room, and by myself, (who had not seen them before, but only the imperfect abstract made by my brother in 1830, and imbodyed in the pamphlet hereto attached.) The examination occupied two or three evenings, and the result was his report of March 13, 1838.

I remained some time after at Washington, till I became satisfied that the bill would not be reached, and, being desirous of procuring copies of the testimonials of the character of Major Campbell for his family, I discovered, on inquiring, that the papers had not been returned to the Auditor's office. I immediately apprised Mr. Potter of the fact, who said he was quite sure he had placed the bundle on the table of the Clerk of the House, and directed them to be returned to the office by a proper messenger. Mr. Burche and his clerks immediately instituted a search, as I myself did, through all the offices, with the aid of Mr. Potter, Mr. Miller, (First Auditor,) Mr. Mount, and others, as it was supposed they might have got, by mistake, into the wrong office. When all these means failed, Mr. Potter suggested that the papers might have possibly got into the trunk of his wife or daughter, who had recently returned to Pennsylvania. He wrote me at New York, after his return home, that they were not there. I came to Washington in the winter of 1839, and renewed the search, but to no purpose. Mr. Burche, after the session, too, had made a most thorough search for them. Believing that these papers would explain fully all doubts of the justice of the claim, I have had hopes of finding them but recently, and most reluctantly I despair of their recovery.

From the close and careful examination which I made of those papers while in Mr. Potter's possession, I am confident I can hardly be mistaken in any material respect as to their character. Mr. Crosby's *stated account*, which accompanied his letter to Mr. Harrison, of December 31, 1792, settled *all* the disbursements, whether of money or provisions, from the commencement of his (Maj. Campbell's) service as assistant quartermaster, in December, 1776, to its termination, July 25, 1785. The debits and credits *prior* to August, 1780, were *lumped*, and, subsequent to that period, large items were stated on both sides, and the result of \$2,841 03 against Maj. Campbell arrived at. But it was expressly stated, at the foot of the account, that his pay and subsistence, &c., during the *whole period* of his service, were left out of the account and unadjusted, and, when ascertained and fixed, the balance due him, deducting the \$2,841 03. The papers showed the disallowance of charges for disbursements, &c., made by Major Campbell to a large amount—I think several thousand dollars—for want of vouchers lost in the destruction of Col. Hughes's house; and I am confident that he was forage master less than a year—prior, I think to December, 1776—when he was transferred to the quartermaster's department, and that the main if not the only difficulty was the rate of pay to be allowed after October 23, 1782, to which Col. Pickering's letter of February 27, 1793, refers.

That Mr. Crosby's *stated account* admitted the whole amount of Major Campbell's pay, &c., due him from the commencement of his service to its termination, deducting the balance of \$2,841 03, I am confident, indeed certain, from the fact that, in a printed pamphlet drawn up by me soon after examining the papers, as before stated, I allege the fact, while yet fresh in my recollection, and from the strong feeling expressed by Mr. Potter of the hardship of settling the accounts of Major Campbell, only so far as to

bring him into debt, and of refusing to allow him credit for his pay and subsistence, &c., which would have made him, on the basis assumed in the statement itself, a creditor of the Government to the amount of five or six thousand dollars, whatever ratio of allowance was adopted from October 23, 1782.

As to the certificates of public debt issued to Major Campbell March 7, 1793, on instituting a search for the original papers on which they were made, I found that they were destroyed in 1814, when the British had possession of Washington. These papers are entered in a register, made soon after, of papers thus lost or destroyed; and the register is in the office of Col. Nourse, chief clerk of the Treasury, or Register of the Treasury.

There were among the papers unfortunately lost by Mr. Potter a variety of papers, letters, &c., from 1793 to 1798, to the Secretary of the Treasury and Colonel Pickering and others, from Major Campbell, urging a settlement of his accounts; one of which was a renewed complaint of the hostility of the auditor, (Mr. Simmons,) imputing to him the declaration that he (Major Campbell) never should be settled with; others adverting to his state of health and circumstances, which prevented him from going to Philadelphia; closing with his power of attorney to William De Grove, dated February 10, 1798, authorizing him to recover this claim from the United States. Regarding the whole question of *debt* as settled by the decision of 1833, and these papers as bearing only on the *equity* of allowing interest, and not anticipating their loss, I made no copies of them, their dates, &c. I observe, too, that Mr. Potter, in his report of March 13, 1838, states, explicitly, "that the *documentary evidence*, from that period (1791) *down to* 1798, discloses the most urgent solicitations and earnest appeals to the Department for the adjustment and settlement of his accounts by Major Campbell, and, as an item of this 'documentary evidence,' he refers, at the close of his report, to this power of attorney to his friend William De Grove—almost the last act of his life." There was an advance made by Major Campbell, on some emergency, of a thousand dollars in specie, for the purchase of supplies for the army, out of his own pocket, which, by an arrangement between him and Col. Pickering, quartermaster general, was to be specifically repaid to him, and which was not brought into the general account by Mr. Crosby. I ought to observe that my recollection of the transaction *might* have been derived from conversation with Alderman Cooper and Mr. Kirk, instead of a memorandum or vouchers included in the mass of papers lost by Mr. Potter. Such a transaction might well explain the allowance of \$1,103 65, of March 6, 1793, referred to in Mr. Hall's report of January 6, 1842. But whether that was the fact, or that Major Campbell's name was employed to adjust the claims of some of his numerous *employés* and agents having claims which could only be settled in his name, certain it is that none of the papers, letters, &c., subsequent to March 6, 1793, alluded to that allowance in any manner whatever.

I am intimately acquainted with Alderman Cooper, Mr. Thomas Kirk, and, of course, with my brother, James L. Sawyer, whose depositions are subjoined. For benevolence, integrity, purity of character in public and private life, there is not a citizen of New York, of any party, sect, or description, who stands higher than Alderman Cooper. Mr. Kirk is a venerable gentleman—venerable and exemplary, in every respect, through his whole life. With Mrs. Kirk I am but slightly acquainted, but that ac-

quaintance is enough to show that every word of her statement is to be implicitly relied on. Of my brother it does not become me to say any thing.

The heirs of Major Campbell *know* the wrongs *he* received; but, knowing *them* as I do, I religiously believe that they would voluntarily surrender the allowance of 1833, if convinced it was made by mistake or error of any *sort*. But they know, of the thirteen thousand dollars due him at the close of his service, *he* got nothing, and died. One-half was obtained in 1833—the interest refused on *that*; and even they subjected to reproach, as having urged an unjust claim. They ask justice.

GAMALIEL B. SAWYER.

COMMITTEE ROOM REV. CLAIMS, *April 8, 1842.*

The foregoing affidavit sworn to before me.

HILAND HALL, *Chairman.*

No. 7.

The case of John Campbell's heirs.

The unfortunate position in which this claim has been placed, in consequence of the loss of the papers and vouchers on which the original settlement was made in 1833, and the conclusions to which the committee have arrived, justify all proper exertions on the part of the petitioners to manifest its justice, to maintain their rights, and to explain, as far as in their power, whatever in the case seems to require explanation. Not only does the report of January 6, 1842, deny them the interest which was *expressly promised* by the resolutions of the old Congress and the funding act of 1790, but that denial is placed on grounds which *seem* to impugn their personal integrity. They are intimately known to all the delegation from the city of New York—Hon. Charles A. Floyd and other members from the State. Persons of higher respectability, worth, and honor, do not exist in any community. The wrongs of their ancestor have been a subject of painful recollection in his family for forty years, and their regrets are aggravated by the imputation to which they feel themselves subjected. Will the committee excuse the remark, in the outset, that the functions of the accounting officers were *judicial*—their decision a *judgment*, in the same manner as though rendered by a court of justice, had the act of 1833 referred the matter to a court of justice? If a judgment could not be impeached or disturbed because the bond or note on which it was rendered was *subsequently* lost from the files, the principle would seem to apply to this case in its full force and equity. It is, however, only the loss of the papers, which, it is hoped, has been satisfactorily explained, that renders this view a matter of any moment.

But, in the absence of the papers and vouchers, the following considerations are respectfully submitted, to show that they fully sustained this claim, and that the certificates of registered debt, issued to Maj. Campbell in 1793, had no connexion with his official claims and accounts:

1. The original documents were before the Committee on Revolutionary Claims from 1830 to 1833, inclusive, and again before the Senate committee at that session.

2. The claim was of sufficient importance to secure a thorough investigation and scrutiny.

3. The Hon. Mr. Bouldin, of Virginia, opposed the claim, examined the papers; and personally consulted Mr. Harrison, the Auditor, in relation to it. He acknowledged that he had discovered nothing to impair the evidence of the documents, but placed his opposition on the general ground of disinclination to allow revolutionary claims; but, notwithstanding such opposition in the committee and the House, the bill passed.

4. Mr. Richard Harrison was the accounting officer who audited the claim, June 10, 1833, under the act referring it to the accounting officers. All the papers were before him, and (as stated in the affidavit of Alderman Cooper) *several days* before him, before he arrived at the balance. The same Mr. Harrison was Auditor in 1793, and Mr. Crosby's stated account was addressed to him. If settled in 1793, or at any other time, the account must have been settled by Mr. Harrison. Finally, the matter of \$1,103 65, March 7, 1793, was audited by the same Mr. Harrison. When thus consulted by Mr. Bouldin, while the claim was before the committee, examining the papers and the books in the Treasury, and investigating the whole subject with care and deliberation, his attention directed to it, and his memory roused by so many circumstances, is it credible that he could have arrived at the balance of \$6,695 21, if this claim had been previously settled *by himself*? His character as a business man forbids the supposition. Men in such a station, and occupying it so long, become as familiar with the documents and claims appertaining to their own office, as with the alphabet. The mention of such a claim—turning to their books, examining a paper—fires the train of memory in a moment. Mr. Harrison, like Mr. Hagner, Mr. Burche, and others, was an example of this tenacity and promptness of recollection.

On this point, I beg leave to state a fact which I forgot to state in my affidavit, but which I desire to be considered as a part of it, and to which the honorable committee will attach such importance as it deserves. In 1838, while this petition was pending, I accidentally fell in with Mr. Harrison, then out of office, and had a conversation with him on the subject of this claim. He perfectly recollected it from the outset; Major Campbell's complaints of Mr. Simmons; the disallowance of the disbursements for which the vouchers were lost in the fire of Col. Hughes's house—hard, he said, but unavoidable; that the press of business, and the unaccommodating temper of Mr. Simmons, were in the way of a settlement. There was a conversation between Maj. Campbell and Mr. Harrison about petitioning Congress; but the objection was, that it would probably result in referring the accounts back to the department where they then were; besides the expense and attendance were inconsistent with Maj. Campbell's state of health and circumstances. Certainly, in 1838, Mr. Harrison did not think—indeed, I may say he knew—that Maj. Campbell never had been settled with previous to his decease.

5. Alderman Cooper states in his affidavit that the original papers came into his possession. They were in the possession of Maj. Campbell, and afterwards of his family, up to 1830. These papers and documents would have been retained in the Treasury, if Maj. Campbell's accounts had been actually adjusted in his lifetime. Mr. Crosby's stated account assumed to be only a *partial* adjustment—an adjustment of a *portion* of the accounts; and hence the papers would be retained by Major Campbell, to await a

final settlement. All this is utterly inconsistent with the idea of a *final* settlement in 1793.

6. The whole of the papers and vouchers were again examined and investigated, by Hon. Mr. Potter, in 1838. That this investigation was most thorough might well be inferred from the character of his report. Few men were more competent to such an investigation.

7. The statement in Mr. Potter's report, that the "documentary evidence from 1791 down to 1798 discloses the most urgent solicitations and earnest appeals to the department for the settlement and adjustment of his accounts," was written with the documents before him. Could Mr. Potter be mistaken? His statement is confirmed, if it required confirmation, by all the affidavits. The testimonials of the character and services of Major Campbell, referred to by Mr. Potter and Mr. Muhlenberg, proved him to have been one of the best and noblest specimens of revolutionary men—strong-minded, patriotic, honest. Could he have urged his claims and asserted the indebtedness of the Government to him, down to his last breath in 1798, if he had been settled with and paid in 1793? Laboring under embarrassment, and constantly ascribing it to his inability to obtain a settlement and payment from the Government, could he be mistaken? Could his family be mistaken, who shared in his sufferings and embarrassments, resulting from the same cause?

8. Besides the reasons already given why the certificates issued in 1793 must have been in satisfaction of transactions or a debt independent of Major Campbell's official claims, others might be given. It does not *purport* to be a settlement of his accounts as *quartermaster*, but the certificates were simply issued to John Campbell in his private capacity; and no computation can be made, on the basis assumed by Mr. Crosby, which would not entitle him to five times the amount, after disallowing the charges for disbursements, as they were disallowed, previous to 1780, of which so many of the vouchers were destroyed.

9. As to the loss of papers and vouchers: for the *misfortune* of the destruction of Colonel Hughes's papers, Major Campbell paid the penalty, and the Government were the gainers. The loss of the papers in 1814 by the British, and of those in 1838, on which the adjustment of 1833 was made by Mr. Potter, were calamities which ought not to be visited on the petitioners. They were not to blame. They offer, as proof of their character and contents, the action of many different committees of the House and Senate, who could not be mistaken—of the accounting officers, who could not be mistaken—independent of facts totally inconsistent with the idea of a settlement in 1793 of these accounts, and such testimony as the nature of the case admits of. That testimony may possibly be inaccurate in some slight particulars, but can hardly be so in any respect material or important.

10. Since writing the above, and since my affidavit was made, the honorable chairman has furnished me with a copy of the report of R. Harrison, Auditor, adjusting Major Campbell's accounts, under the act of 1833, (No. 63,093,) of the existence of which I was unaware.

After allowing pay eight years and seven months, at \$7,725, and some other charges for subsistence, making \$8,723 03, he proceeds to deduct the \$2,841 03, Mr. Crosby's balance against Major Campbell, "exclusive of pay *per note* on the *statement* of John Crosby of December 31, 1792."

1. The "note," then, showed the *whole amount* of pay, &c., from the

beginning of Major Campbell's service, remaining to be adjusted ; since, Mr. Harrison, acting on that statement, allowed the whole.

2. It showed that this incomplete (Crosby) statement never had been completed up to Mr. Harrison's time ; for, if so, the books in the Auditor's office and the statement, by some endorsement, would have shown the accounts settled and closed.

The consequence is, that the papers and documents before the Auditor, Mr. Harrison, fully sustained the adjudication ; that the partial adjustment made by Mr. Crosby remained in *statu quo* and unclosed up to 1833 ; and that the certificates of 1793 must have had reference to transactions and indebtedness independent of the *official* claims and accounts of Major Campbell. It seems, from *this consideration alone*, impossible to escape from these conclusions. *All* the facts considered, those conclusions are established to moral demonstration.

Assuming, then, \$6,695 21 as the amount "due and payable" to Major Campbell at the close of his service, the petitioners only ask to be placed in the same situation they would have been had his accounts been settled in 1790. They ask interest to be computed on the principles of the funding act, because that fundamental act, and numerous resolutions of the old Congress, solemnly, *expressly*, and *specifically*, PROMISED interest. They can conceive of no good or worthy reason why that *promise* should be fulfilled in regard to all others, and violated or disregarded in their case. They appeal to the practice of Congress : of cases identical in principle with this, one thousand seven hundred and fifty-four have been allowed WITH interest, and only fifty-four *without* interest.

A settlement was capriciously and unjustly refused to Major Campbell down to the day of his death. Mr. Potter, in his report of March 13, 1838, asks and discusses the question, "Did the non-reception of this just claim arise from the negligence or default of the claimant, or was justice withheld or delayed by the negligence of the Government in the settlement of the claim?" With the voluminous papers and documents before him, now unfortunately lost, he answers the question by declaring that a settlement was so withheld and delayed, "against the most urgent solicitations and earnest appeals of Major Campbell, from 1791 to 1798, and against the most unwearied efforts and perseverance of this highly meritorious officer to obtain it." Ought *he* to have suffered for *this*, as he *did* suffer? Ought those who have succeeded to all his rights to succeed also to the inheritance of his wrongs?

Conscious of the justice of their claim, they hope not to be prejudiced because revolutionary claims have been obtruded upon Congress unsustained by justice ; they hope not to experience the fate of the unlucky Sir Mungo Malagrowth, who, educated from childhood with James I, was flogged and punished *because the prince played truant*.

They appeal, finally, to the merits and the wrongs of their ancestor, as presenting the most powerful equity in their favor, and the most cogent motives against *repudiating* the pledged promise of the Government.

On the subject of interest, however, in its application to this case, they can urge nothing in addition to the argument in the printed pamphlet hereto attached. (Brief, p. 32.)

All which is most respectfully submitted to the honorable Committee on Revolutionary Claims, by

G. B. SAWYER,
Their Counsel.

